

**Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE PROVISION OF TANK REPAIR SERVICES AT TFR'S RICHARDS BAY DEPOT (AT iNSEZI).**

|                               |                           |
|-------------------------------|---------------------------|
| <b>RFP NUMBER</b>             | <b>: SIM22021CIDB</b>     |
| <b>ISSUE DATE</b>             | <b>: 22 FEBRUARY 2023</b> |
| <b>COMPULSORY BRIEFING</b>    | <b>: 01 MARCH 2023</b>    |
| <b>CLOSING DATE</b>           | <b>: 10 MARCH 2023</b>    |
| <b>CLOSING TIME</b>           | <b>: 10h00 am</b>         |
| <b>TENDER VALIDITY PERIOD</b> | <b>: 09 JUNE 2023</b>     |

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**T1.1 TENDER NOTICE AND INVITATION TO TENDER****SECTION 1: NOTICE TO TENDERERS****1. INVITATION TO TENDER**

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

|                           |                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION</b>        | <b>FOR THE PROVISION OF TANK REPAIR SERVICES AT TFR'S RICHARDS BAY DEPOT (AT INSEZI).</b>                                                                                                                                                                                                                                                                                               |
| <b>TENDER DOWNLOADING</b> | This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <a href="#">Google Chrome to access Transnet link</a> ) <b>FREE OF CHARGE.</b> |

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>COMPULSORY TENDER CLARIFICATION MEETING</b> | <p><b>A Compulsory Tender Clarification Meeting will be conducted at Off R10 Old Main Road, Transnet Freight Rail: Diesel Locomotive Depots, iNsezi, Richard's Bay, KwaZulu Natal, 3900 GPS co-ordinates: Latitude S: 28° 47' 05.58", longitude E: 32° 02' 33.36" on Wednesday, the 01 March 2023 at 10:00am{ 10'O clock} for a period of ±2 (two) hours.</b><br/>[Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory 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>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <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> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-4</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-4 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p> |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).

|                     |                                                                                                                                                                                 |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | <b>FOR DIRECTIONS CONTACT: Sizwe Shange 073 557 3788/ 031 361 5434</b>                                                                                                          |
| <b>CLOSING DATE</b> | <b>10:00am on (10 MARCH 2023)</b><br>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration. |

## 2. TENDER SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

## 3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated

with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

#### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-19], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

**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)**

## 7. ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS & INTENTION TO TENDER

Intention to tender Submission Date: 3 Days prior to the RFP closing date

E-MAIL TO: Transnet Freight Rail  
Attention: Lerato Morailane & Lebogang Modibedi  
E-mail: [Lerato.Morailane@transnet.net](mailto:Lerato.Morailane@transnet.net)  
[Lebogang.Modibeid@transnet.net](mailto:Lebogang.Modibeid@transnet.net)

Project No.: SIM22021CIDB  
Tender No.: SIM22021CIDB  
Closing Date: **10 March 2023**

### Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi)

Check

**We: Do wish to tender** for the work and shall return our tender by the due date above **Yes** ☐

**Do not wish to tender** on this occasion and herewith return all your documents **No** ☐

receive

Company Name \_\_\_\_\_

Company Representative \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Contact Number \_\_\_\_\_

Email Address \_\_\_\_\_

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

**NB: Bidders are required to return this document after downloading the tender document from the National Treasury eTender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) or [www.transnetfreightrailtfr.net/Supplier/Pages/Tenders.aspx](http://www.transnetfreightrailtfr.net/Supplier/Pages/Tenders.aspx) so that all clarifications can be sent to them.**

**8. RFP CLARIFICATION REQUEST FORM****SIM22021CIDB**RFP deadline for questions / RFP Clarifications: Before **12 pm on 06 March 2023**

TO: Transnet SOC Ltd  
 ATTENTION: Governance, Transnet Freight Rail Tender Office  
 EMAIL: [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net)  
 Cc: [Lebogang.Modibedi@transnet.net](mailto:Lebogang.Modibedi@transnet.net)  
 DATE: \_\_\_\_\_  
 FROM: \_\_\_\_\_

Indicate whether this query is general in nature and applicable to all service categories

Yes ☐ No ☐

1. For all clarification questions prior to the tender closing date and time, direct the communication to the RFP Administrator at [Lebogang.Modibedi@transnet.net](mailto:Lebogang.Modibedi@transnet.net)
2. For all clarification questions after the tender closing date and time, direct the communication to:

TO: Transnet SOC Ltd  
 ATTENTION: Governance, Transnet Freight Rail Tender Office  
 EMAIL: [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net)  
 Cc: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 FROM: \_\_\_\_\_

## REQUEST FOR RFP CLARIFICATION

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SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF TENDERER

SIGNATURE OF WITNESS

NAME OF TENDERER

NAME OF WITNESS

## T1.2 TENDER DATA

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

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

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

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

| Clause                                                             | Data                                                                                            |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| C.1.1 The <i>Employer</i> is                                       | <b>Transnet SOC Ltd</b><br><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<br>T1.2 Tender data                                 |
| Part T2 : Returnable documents                                     | T2.1 List of returnable documents<br>T2.2 Returnable schedules                                  |
| <b>Part C: The contract</b>                                        |                                                                                                 |
| Part C1: Agreements and contract data                              | C1.1 Form of offer and acceptance<br>C1.2 Contract data (Part 1 & 2)<br>C1.3 Form of Securities |
| Part C2: Pricing data                                              | C2.1 Pricing instructions<br>C2.2 Price List                                                    |
| Part C3: Service Information                                       | C3.1 Service Information                                                                        |
| Part C4: Affected Property                                         | C4.1 Affected Property                                                                          |
| C.1.4 The Employer's agent is:                                     | Procurement Officer                                                                             |
| Name:                                                              | Lebogang Modibedi                                                                               |
| Address:                                                           | 15 Girton Road, Parktown                                                                        |

Tel No. 011 584 0525

E – mail [Lebogang.Modibedi@transnet.net](mailto:Lebogang.Modibedi@transnet.net)

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

**1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:**

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

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

**2. Stage Two - Eligibility in terms of the Construction Industry Development Board:**

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **2CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status 'Not Applicable'.
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 **2CE** 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.

**3. Stage Three - Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70** points.

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

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

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: SIM22021CIDB

The Tender Description: **For the Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).**

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

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

C.2.15 The closing time for submission of tender offers is:  
Time: **10:00am** on the **10 March 2023**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

#### **NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

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

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

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

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

#### Functionality Criteria

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

| Quality Criteria                            | Sub-Criteria                                                                                                                                                                                                                                                                                                                                                                               | Maximum number of points |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>T2.2-03: Programme</b>                   | <b>The following information is required as a minimum on a programme submitted for evaluation:</b><br><b>The following information is required as a minimum on a programme submitted for evaluation:</b><br><b>1. BoQ No.</b><br><b>2. Activity Description</b><br><b>3. Start Date</b><br><b>4. Finish Date</b><br><b>5. Preceding Activities</b><br><b>6. Time Risk Allowances (TRA)</b> | <b>20</b>                |
|                                             | Delivery Period > weeks 11 or did not submit                                                                                                                                                                                                                                                                                                                                               |                          |
|                                             | Delivery Period > 10 weeks ≤ 11                                                                                                                                                                                                                                                                                                                                                            |                          |
|                                             | Delivery Period >9 weeks ≤10                                                                                                                                                                                                                                                                                                                                                               |                          |
|                                             | Delivery Period >8 weeks ≤9.                                                                                                                                                                                                                                                                                                                                                               |                          |
|                                             | Delivery Period ≤8 weeks.                                                                                                                                                                                                                                                                                                                                                                  |                          |
| <b>T2.2-04: Previous Company Experience</b> | <b>Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and indicate their previous experience of relevant work</b>                                                                                                                     | <b>60</b>                |

|                                          |                                                                                                                                                                                                                                                                                                                                                     |   |           |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------|
|                                          | Submitted less than 3 completion certificates and list of contactable references relevant to the sand blasting and re-painting and or tank refurbishment of tanks within the petroleum industry or did not submit .                                                                                                                                 | 0 |           |
|                                          | Submitted at least 3 completion certificates and list of contactable references relevant to the sand blasting and re-painting and or tank refurbishment of tanks within the petroleum industry                                                                                                                                                      | 2 |           |
|                                          | Submitted at least 4 completion certificates and list of contactable references relevant to the sand blasting and re-painting and or tank refurbishment of tanks within the petroleum industry                                                                                                                                                      | 4 |           |
|                                          | Submitted at least 5 completion certificates and list of contactable references relevant to the sand blasting and re-painting and or tank refurbishment of tanks within the petroleum industry                                                                                                                                                      | 6 |           |
|                                          | Submitted at least 6 completion certificates and list of contactable references relevant to the sand blasting & re-painting and or tank refurbishment of tanks within the petroleum industry                                                                                                                                                        | 8 |           |
| <b>T2.2-05:<br/>Method<br/>Statement</b> | <b>Bidders/Tenderers should state when he/she intend to start and complete the job. This must also be supported by providing a working programme which speaks directly to the project (no generic work plan will be accepted), which after awarding will then be used as a monitoring tool on work progress. Point can only be given as follows</b> |   | <b>20</b> |
|                                          | The tenderer has submitted no information or inadequate information to determine a score. <b>(0)</b>                                                                                                                                                                                                                                                | 0 |           |
|                                          | The contractor did not understand or include certain aspects of the scope and submitted <b>(3)</b> criteria's as per the project requirements.                                                                                                                                                                                                      | 2 |           |
|                                          | The approach only covered <b>(4-5)</b> criteria's and approach is generic and not tailored to cover all project objectives.                                                                                                                                                                                                                         | 4 |           |
|                                          | The approach is specifically tailored to address the specific project objectives and requirements and is sufficient flexible to accommodate changes that may occur during execution and                                                                                                                                                             | 6 |           |

|              |                                                                                    |   |            |
|--------------|------------------------------------------------------------------------------------|---|------------|
|              | has covered at least <b>(6)</b> of the above requirements.                         |   |            |
|              | All the specified items <b>(7)</b> have been covered in detail on the methodology. | 8 |            |
| <b>TOTAL</b> |                                                                                    |   | <b>100</b> |

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

- T2.2-03 Programme
- T2.2-04 Previous company Experience
- T2.2-05 Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100

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

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

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

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.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

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

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

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**STAATSKOERANT, 8 AUGUSTUS 2019**

**DEPARTMENT OF PUBLIC WORKS  
NOTICE 423 OF 2019**

**STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION  
WORKS CONTRACTS  
AUGUST 2019**

**Annex C**

**Standard Conditions of Tender**

**C.1 General**

**C.1.1 Actions**

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender Process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm


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intention and the capacity to proceed with the contract.

**C.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

**C.1.3 Interpretation**

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are Included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for Tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

**C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**C.1.5 Cancellation and Re-Invitation of Tenders**


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C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender Invitation for the second time.

## **C.1.6 Procurement procedures**

### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, Specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer

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to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

**C.1.6.3 Proposal procedure using the two stage-system****C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

**C.2 Tenderer's obligations****C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**TRANSNET FREIGHT RAIL****ENQUIRY:** SIM22021CIDB**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).**C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

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Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes

Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.


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**C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number Of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the Packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.


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**C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

### **C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

### **C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up To five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the Tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

### **C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.


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**C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **C.3.9 Arithmetical errors, omissions and discrepancies**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections Required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.


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**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

**The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:**

**Requirement Qualitative interpretation of goal**

**Fair** The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

**Equitable** Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

**Transparent** The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

**Competitive** The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

**Cost effective** The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification

- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### **C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if 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 No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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 opinion of the employer, to perform the contract free of conflicts of interest.

#### **C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by

The employer as part of the tender documents to take account of:

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- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

## **Annex D**

### **Standard Conditions for the calling for Expressions of Interest**

#### **D.1 General**

##### **D.1.1 Actions**

D.1.1.1 The employer and each respondent submitting an expression of interest shall comply with these conditions for calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

D.1.1.2 The employer and the respondent and all their agents and employees involved in the Submission process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Respondents shall declare any potential conflict of interest in their submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

D.1.1.3 The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

##### **D.1.2 Supporting documents**

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

##### **D.1.3 Interpretation**

D.1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for expressions of interest.

**TRANSNET FREIGHT RAIL****ENQUIRY:** SIM22021CIDB**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).

D.1.3.2 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
  - ii. an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
  - iii. incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

**D.1.4 Communication and employer's agent**

Each communication between the employer and a respondent shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a respondent. The name and contact details of the employer's agent are stated in the submission data.

**D.2 Respondent's obligations****D.2.1 Eligibility**

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his/her principals, is not under any restriction to do business with the employer.

**D.2.2 Cost of submissions**

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

**D.2.3 Check documents**

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

#### **D.2.4 Acknowledge addenda**

Acknowledge receipt of addenda to the submission documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the submission data, in order to take the addenda into account.

#### **D.2.5 Clarification meeting**

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc.) and raise questions. Details of the meeting(s) are stated in the submission data.

#### **D.2.6 Seek clarification**

Request clarification of the submission documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the submission data.

#### **D.2.7 Making a submission**

D.2.7.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

D.2.7.2 Seal the original and each copy of the submission as separate packages marking the Packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.

D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

#### **D.2.8 Information and data to be completed in all respects**

Accept that submissions, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### **D.2.9 Closing time**

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data. Accept that, if the employer extends the closing time stated in the submission data for any reason, the requirements of these conditions for expressions of interest apply equally to the extended deadline.

**TRANSNET FREIGHT RAIL****ENQUIRY:** SIM22021CIDB**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).**D.2.10 Clarification of submission**

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

**D.3 Employer's undertakings****D.3.1 Respond to clarification**

Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

**D.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for expressions of interest until seven (7) working days before the closing time for submissions stated in the submission data. If, as a result, a respondent applies for an extension to the closing time stated in the submission data, the employer may grant such extension and, shall then notify it to all respondents.

**D.3.3 Late submissions**

Unless otherwise stated in the submission data, return submissions received after the closing time stated in the submission data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the respondent concerned.

**D.3.4 Opening of submissions**

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt  
Of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time  
for submissions to all interested persons upon request.

**D.3.5 Non-disclosure**

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

**TRANSNET FREIGHT RAIL****ENQUIRY:** SIM22021CIDB**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).**D.3.6 Grounds for rejection and disqualification**

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he/she engaged in corrupt or fraudulent practices.

**D.3.7 Test for responsiveness**

Determine, on opening and before detailed evaluation, whether each submission received:

- a) meets the requirements of these conditions for the calling for expressions of interest;
- b) has all the substantive provisions properly and fully completed and signed, and
- c) is responsive to the other requirements of the call for expressions of interest.

**D.3.8 Non-responsive submissions**

Reject all non-responsive submissions.

**D.3.9 Evaluation of responsive submissions**

D.3.9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within two (2) weeks of the evaluation report being accepted by the employer.

**D.3.10 Provide written reasons for actions taken**

Provide upon request written reasons to respondents for any action that is taken in applying these conditions, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of respondents or might prejudice fair competition between respondents.

## T2.1: List of Returnable Documents

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

**T2.2-1 Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

**T2.2-2 Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

### 2.1.2 Stage Five as per CIDB: these schedules will be utilised for Functionality evaluation purposes:

T2.2-3 Programme

T2.2-4 Previous Company Experience

T2.2-5 Method Statement

### 2.1.3 Returnable Schedules:

#### General:

T2.2-6 Changes to tender document

T2.2-7 Authority to submit tender

T2.2-8 Record of Addenda to Tender Documents

T2.2-9 Availability of equipment and other resources

T2.2-10 Risk Management Plan

T2.2-11 Health and Safety

#### Agreement and Commitment by Tenderer:

T2.2-12 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-13 Supplier Code of Conduct

T2.2-14 Unilateral Non-Disclosure Agreement

T2.2-15 Supplier declaration form

T2.2-16 RFQ Declaration Form

T2.2-17 Certificate of Acquaintance with Tender Document Pact

T2.2-18 Service Provider Integrity Pact

T2.2-19 Request for quotation – Breach of law

T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

**Bonds/Guarantees/Financial/Insurance:**

T2.2-22 Insurance provided by the Contractor

T2.2-23 Three (3) years audited financial statements

**2.2 C1.1 Offer portion of Form of offer and Acceptance**

**2.3 C1.2 Contract Data**

**2.4 C1.3 Form of Securities**

**2.5 C2.1 Pricing Instructions Price List**

**2.6 C2.2 Price List**

**2.7 C3 - Service Information**

**2.8 C4 – Affected Property**

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## **Part T2.2: Returnable Schedules**

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## T2.2-1: CIDB Grading Designation (Eligibility Criteria Schedule)

### Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

| CRS Number | Status | Grading | Expiry Date |
|------------|--------|---------|-------------|
|            |        |         |             |

- Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **2CE or higher** class of construction work, are eligible to have their tenders evaluated.

## 2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status 'Not Applicable'.
- 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 **2CE** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a certified copy of its signed joint venture agreement

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

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

|           |  |                |
|-----------|--|----------------|
| Held at:  |  |                |
| On (date) |  | Starting time: |

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

Name

Signature

Capacity

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

Name

Lebogang Modibedi

Signature

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

Date

## **T2.2-03: Evaluation Schedule: Programme**

### **Note to tenderers:**

#### Programme

**The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Primavera, Ms Project or any other compatible software.**

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site, submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Method Statement as contained in **T2.05** List of Returnables.

The scoring of the Programme will be as follows:

| <b>Programme (20)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Score 0</b>        | The tenderer has submitted no information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Score 20</b>       | <ul style="list-style-type: none"> <li>The programme is not acceptable as it will not satisfy project objectives or requirements.</li> <li>The programme does not meet all the required timeframes.</li> <li>The programme does not follow a logical sequence or has critical logic errors.</li> <li>Critical components of the scope is excluded and not to the level required in the scope.</li> <li>The tenderer has misunderstood the scope of services and does not deal with the critical aspects of the project</li> <li>The tenderer has not addressed all date requirements and submission is missing critical activities and dates which render it unrealistic / unachievable.</li> </ul>                                                                                     |
| <b>Score 40</b>       | <ul style="list-style-type: none"> <li>The programme is generic, not practical and realistic, therefore is unlikely to satisfy project objectives or <i>Employer's</i> requirements.</li> <li>The programme does not meet all the required timeframes.</li> <li>The programme is missing some logic but is does not influence the tendered timeframe.</li> <li>Some components of the scope are excluded and not to the level required in the scope.</li> <li>The tenderer has misunderstood certain aspects of the scope of services and does not deal with the critical aspects of the project.</li> <li>The tenderer has addressed some but not all date requirements and submission is missing critical activities and dates which render it unrealistic / unachievable.</li> </ul> |
| <b>Score 60</b>       | <p>Tenderers has demonstrated reasonable knowledge the development of:</p> <ul style="list-style-type: none"> <li>Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.</li> <li>Schedule showing durations of activities, Major Milestone, Planned Start Date &amp; Planned Completion Date</li> <li>All activities are logically tied using critical path method (CPM).</li> <li>The tenderer has addressed the date requirements and submission, but it was missing critical activities and dates which render it unrealistic / unachievable.</li> </ul>                                                                                          |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Score 80</b>  | <p>Tenderers has demonstrated good knowledge in scheduling:</p> <ul style="list-style-type: none"> <li>• Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.</li> <li>• Schedule showing durations of activities, Major Milestone, Planned Start Date &amp; Planned Completion Date</li> <li>• Logical sequencing and interrelationship of activities, taking cognisance of planned construction execution, as defined in Works Information. Critical path clearly defined</li> <li>• The tenderer has addressed most date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable</li> </ul>                                                                                                                                                                                                 |
| <b>Score 100</b> | <p>Tenderers has demonstrated good knowledge in scheduling:</p> <ul style="list-style-type: none"> <li>• Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.</li> <li>• Schedule showing durations of activities, Major Milestone, Planned Start Date &amp; Planned Completion Date</li> <li>• Logical sequencing and interrelationship of activities, taking cognisance of planned construction execution, as defined in Works Information. Critical path clearly defined</li> <li>• Project phases clearly defined.</li> <li>• The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.</li> <li>• Provisions for quality requirements &amp; Health &amp; Safety requirements, clearly outlining how the tenderer plans to provide the Works.</li> </ul> |

Attachment A: Hard Copy of Programme

**Reference to attached submissions to this schedule:**

.....

.....

.....

.....

**TRANSNET FREIGHT RAIL**

**ENQUIRY:** SIM22021CIDB

**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).



He/she undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

|          |       |          |       |
|----------|-------|----------|-------|
| Signed   | _____ | Date     | _____ |
| Name     | _____ | Position | _____ |
| Tenderer | _____ |          |       |

**T2.2-4: Previous Company Experience – 60 points****Note to tenderers:**

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects.

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

**Index of documentation attached to this schedule**

|   | DOCUMENT NAME |
|---|---------------|
| 1 |               |
| 2 |               |
| 3 |               |
| 4 |               |
| 5 |               |
| 6 |               |
| 7 |               |

| Score      | Previous Experience                                                                                                                                                                                                                                                                                                                                                          |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>0</b>   | The Tenderer failed to address the question / issue. Has not submitted the required information.                                                                                                                                                                                                                                                                             |
| <b>20</b>  | The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project relating to the scope of works.<br><br>The tenderer has limited or poor evidence of previous experience.                                                               |
| <b>40</b>  | The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in three (3) projects relating to scope of <i>works</i> .<br><br>The tenderer lacks convincing evidence of knowledge of previous experience, specific to the <i>works</i> . |
| <b>60</b>  | The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in four (4) projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the particular requirements of the <i>works</i> .                         |
| <b>80</b>  | The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in five (5) projects relating to the scope of works. The tenderer has extensive previous experience in relation to the <i>works</i> .                                       |
| <b>100</b> | The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in more than five (5) projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature.                                               |

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## **T2.2-5: Method Statement – 20 Points**

Bidders/Tenderers should state when he/she intend to start and complete the job. This must also be supported by providing a working programme which speaks directly to the project (no generic work plan will be accepted), which after awarding will then be used as a monitoring tool on work progress. Point can only be given as follows

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

| Method Statement |                                                                                                                                                                                                                                                                                                                          | 20 |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| <b>Score 0</b>   | The tenderer has submitted no information or inadequate information to determine a score.                                                                                                                                                                                                                                |    |
| <b>Score 20</b>  | The methodology/approach and work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology.                                                                                                                                                |    |
| <b>Score 40</b>  | The methodology/approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project.                                                                                                     |    |
| <b>Score 60</b>  | Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met.                                                                                                                                                                       |    |
| <b>Score 80</b>  | The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project. |    |
| <b>Score 100</b> | Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs.                    |    |

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

## T2.2-6: Changes to Tender Document

**Changes to the tender documents are only allowed if a main tender complying fully with the tender documents has also been provided.**

**Do not return this schedule if no alternative tender is submitted.**

The Conditions of Tender state that the tenderer may:

- C.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- C.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

Having examined the criteria stated in the Tender Data for this tender the proposed changes to the tender documents are:

| Document No. | Subject of the proposed change | Propose to change to: |
|--------------|--------------------------------|-----------------------|
|              |                                |                       |
|              |                                |                       |
|              |                                |                       |

Signed

Date

Name

Position

Tenderer

## T2.2-7: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

**T2.2-8: Record of Addenda to Tender Documents**

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

|   | Date | Title or Details |
|---|------|------------------|
| 1 |      |                  |
| 2 |      |                  |
| 3 |      |                  |
| 4 |      |                  |
| 5 |      |                  |
| 6 |      |                  |
| 7 |      |                  |
| 8 |      |                  |
| 9 |      |                  |

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



**T2.2-10: Risk Management Plan – (Assessment)**

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

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

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

**Index of documentation attached to this schedule**

|          | DOCUMENT NAME |
|----------|---------------|
| <b>1</b> |               |
| <b>2</b> |               |

| 1. Due Diligence: Risk Management and Business Continuity Management                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tender Number: SIM22021CIDB                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                      |
| Tender description: Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                      |
| 1.1. Business Impact Analysis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Assessment Criteria                                                                                                                                                                                                  |
| <p><b>The following elements of the Business Impact Analysis will be assessed:</b></p> <p><b>1.1.1. Identification of critical processes within the project / service:</b><br/>(a) Demonstrate that the critical activities and/ or processes are identified and the critical activities and/ or processes if disrupted prevent project completion/ service delivery.</p> <p><b>1.1.2. Recovery Time Objective (RTO) in case of any interruption that may arise:</b><br/>(a) Detail acceptable RTO for the continuation of identified critical activities and/ or processes after a disruptive event. (Consider any SLA or regulatory requirements applicable to the activity and/or process).</p> <p><b>1.1.3. Recovery Strategy: How will the service provider/ supplier recover.</b><br/>(a) Detail step by step process as to how the critical activities and/or processes will be recovered;<br/>(b) In what order the critical activities and/or processes will be recovered and by Whom.</p> <p><b>1.1.4. Operational dependencies:</b><br/>(a) List applicable internal and external dependencies for the recovery of the listed critical activities and/ or processes e.g.: Operational equipment, telephones etc. needed for continuity.</p> <p><b>1.1.5. Alternative supply of equipment and/ or supply of extra staff:</b><br/>(a) Provide adequate information on how alternate equipment or additional experienced staff will be secured/ sourced in the event that a BCM incident negatively impacts these resources. (Consider the original requirements for completion of a project and/or delivery of a service).</p> <p><b>1.1.6. Battle Box:</b> The battle box may amongst other things include a physical collection or an electronic repository of recovery plans, work instructions, manual documented processes, standard operating procedures, templates, letterheads etc. required for continuity of business-critical systems. In some instance this can also include off-site stores of certain equipment or electronic devices etc.<br/>(a) Detail the contents of a battle box for continuation of the critical activities and/ or processes after a disruptive event.</p> | <p>All elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p> |
| 1.2. Business Continuity Plan (BCP)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Assessment Criteria                                                                                                                                                                                                  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The following elements of Business Continuity Management and the BCP will be assessed:</p> <p><b>1.2.1. Emergency operating procedure:</b><br/>(a) Detail the steps to be followed, after an emergency incident on the site/ location of impact, is experienced.</p> <p><b>1.2.2. Business Continuity Invocation Action:</b> Once the incident is under control and its impact determined and assessed.<br/>(a) Detail the process on when, how and by Whom, the BCP will be invoked.</p> <p><b>1.2.3. Project Recovery Resources:</b> These are additional resources or the re-arrangements of existing resources, required to support the recovery of critical activities and/ or processes as per the BCP, within the RTO.<br/>(a) Identify and list the recovery resources</p> <p><b>1.2.4. Business / Supplier Contact List:</b> Internal / external service providers, etc. on whom a reliance for operational continuity is required.<br/>(a) Provide a list of the identified business / supplier contact list.</p> <p><b>1.2.5. Emergency Contacts (BCP):</b> Aligned to the BCP invocation process (1.2.2)<br/>(a) Include a list of BCM recovery team members, their names and contact details, i.e. the BCM Common Data.</p> | <p>All elements for the BCP are required.</p> <p>All relevant will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p>             |
| <p><b>1.3. Risk Management Plan - For project / Operational Risks, the identified Risks should be based on the scope of works</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p><b>Assessment Criteria</b></p>                                                                                                                                                                                                |
| <p>The following elements of Risk Management will be assessed:</p> <p><b>1.3.1. Identification of Risks of Service Interruption during the project:</b><br/>The provided risk register:<br/>(a) Name the identified risks to service interruption and / or non-delivery of services etc. during the project.<br/>(b) List/ align the causes giving rise to the risks and</p> <p><b>1.3.2. Risk Analysis Methodology:</b> How is the identified risks analysed and rated:<br/>(a) Provide risk consequence/ impact and risk likelihood/ probability rating table/ categories.<br/>(b) Clearly show how the risk rating/ score is calculated (e.g., Impact x Likelihood = Risk Rating/ Score), for plotting of risk from High to Low, and/or similar.</p> <p><b>1.3.3. Ranking of the Risks:</b><br/>(a) Provide a listing of the risks by its name from Highest to Lowest ranked risks.</p> <p><b>1.3.4. Mitigation of the identified risks:</b> In the risk register:<br/>(c) List/ align the risk controls in place to manage the identified risks.<br/>(d) If applicable, additional risk tasks over controls already in place, to further mitigate the risk be provided.</p>                                                             | <p>All elements for the Risk Assessment are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p><b>1.3.5. Responsible person:</b> In the risk register:<br/>(a) Risks be assigned to named, risk owners and named owners for controls or any additional risk task.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <p><b>Due Diligence</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <p>1. Be fair and objective in your due diligence process.<br/>2. Complete the due diligence in full and provide comments to support findings/ areas of improvement where necessary.<br/>3. The document should be completed in a neat and tidy manner due to the fact that it will become an official document.<br/>4. Be transparent and share your observations with the company representative (applicable where site visit was conducted to verify information supplied) and assessment team.<br/>5. No copies of the completed due diligence document must be provided to the company representative.<br/>6. On completion of the due diligence the results to be discussed with the contractor via SCM.<br/>7. After the tender award the tenderers representative may be advised of their shortcomings in terms of their SHE submission.</p> |  |
| <p>Name of Evaluator</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| <p>Signature</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <p>Date</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |

## **T2.2-11: Assessment Schedule - Health and Safety Requirements**

Submit the following documents as a minimum with your tender:

1. The Tenderers must provide their own project specific health and safety Plan.
2. Health and safety cost breakdown (Bill of Quantities)
3. Safety, Policy signed by the Chief Executive Officer, must include or cover the following five elements –
  - Commitment to Safety, prevention of pollution,
  - Continual improvement,
  - Compliance to legal requirements, appropriate to the nature of contractor's activities,
  - Hold management accountable for development of the safety systems
  - Include objectives and targets.
4. Table or outline the Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993
5. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
6. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project
7. **Three years** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
8. Complete and return with tender documentation the Contractor Safety Questionnaire included as an Annexure B.

### **Attached submissions to this schedule:**

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**T2.2-11a: Health, Safety Questionnaire**

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

|  |                          |
|--|--------------------------|
|  | If yes, provide details: |
|  |                          |
|  |                          |
|  |                          |

**3. CERTIFICATE OF RECOGNITION**

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_
**4. SAFETY PROGRAM**

Do you have a written safety program manual?

☐ Yes☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

|                               | YES                      | NO                       |                           | YES                      | NO                       |
|-------------------------------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|
| CORPORATE SAFETY POLICY       | <input type="checkbox"/> | <input type="checkbox"/> | EQUIPMENT MAINTENANCE     | <input type="checkbox"/> | <input type="checkbox"/> |
| INCIDENT NOTIFICATION POLICY  | <input type="checkbox"/> | <input type="checkbox"/> | EMERGENCY RESPONSE        | <input type="checkbox"/> | <input type="checkbox"/> |
| RECORDKEEPING & STATISTICS    | <input type="checkbox"/> | <input type="checkbox"/> | HAZARD ASSESSMENT         | <input type="checkbox"/> | <input type="checkbox"/> |
| REFERENCE TO LEGISLATION      | <input type="checkbox"/> | <input type="checkbox"/> | SAFE WORK PRACTICES       | <input type="checkbox"/> | <input type="checkbox"/> |
| GENERAL RULES & REGULATIONS   | <input type="checkbox"/> | <input type="checkbox"/> | SAFE WORK PROCEDURES      | <input type="checkbox"/> | <input type="checkbox"/> |
| PROGRESSIVE DISCIPLINE POLICY | <input type="checkbox"/> | <input type="checkbox"/> | WORKPLACE INSPECTIONS     | <input type="checkbox"/> | <input type="checkbox"/> |
| RESPONSIBILITIES              | <input type="checkbox"/> | <input type="checkbox"/> | INVESTIGATION PROCESS     | <input type="checkbox"/> | <input type="checkbox"/> |
| PPE STANDARDS                 | <input type="checkbox"/> | <input type="checkbox"/> | TRAINING POLICY & PROGRAM | <input type="checkbox"/> | <input type="checkbox"/> |
| ENVIRONMENTAL STANDARDS       | <input type="checkbox"/> | <input type="checkbox"/> | COMMUNICATION PROCESSES   | <input type="checkbox"/> | <input type="checkbox"/> |
| MODIFIED WORK PROGRAM         | <input type="checkbox"/> | <input type="checkbox"/> |                           |                          |                          |

**5. TRAINING PROGRAM**5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No

If Yes, include a course outline. Does it include any of the following:

|                               | YES                      | NO                       |                            | YES                      | NO                       |
|-------------------------------|--------------------------|--------------------------|----------------------------|--------------------------|--------------------------|
| GENERAL RULES & REGULATIONS   | <input type="checkbox"/> | <input type="checkbox"/> | CONFINED SPACE ENTRY       | <input type="checkbox"/> | <input type="checkbox"/> |
| EMERGENCY REPORTING           | <input type="checkbox"/> | <input type="checkbox"/> | TRENCHING & EXCAVATION     | <input type="checkbox"/> | <input type="checkbox"/> |
| INJURY REPORTING              | <input type="checkbox"/> | <input type="checkbox"/> | SIGNS & BARRICADES         | <input type="checkbox"/> | <input type="checkbox"/> |
| LEGISLATION                   | <input type="checkbox"/> | <input type="checkbox"/> | DANGEROUS HOLES & OPENINGS | <input type="checkbox"/> | <input type="checkbox"/> |
| RIGHT TO REFUSE WORK          | <input type="checkbox"/> | <input type="checkbox"/> | RIGGING & CRANES           | <input type="checkbox"/> | <input type="checkbox"/> |
| PERSONAL PROTECTIVE EQUIPMENT | <input type="checkbox"/> | <input type="checkbox"/> | MOBILE VEHICLES            | <input type="checkbox"/> | <input type="checkbox"/> |
| EMERGENCY PROCEDURES          | <input type="checkbox"/> | <input type="checkbox"/> | PREVENTATIVE MAINTENANCE   | <input type="checkbox"/> | <input type="checkbox"/> |
| PROJECT SAFETY COMMITTEE      | <input type="checkbox"/> | <input type="checkbox"/> | HAND & POWER TOOLS         | <input type="checkbox"/> | <input type="checkbox"/> |

|                       |                          |                          |                              |                          |                          |
|-----------------------|--------------------------|--------------------------|------------------------------|--------------------------|--------------------------|
| HOUSEKEEPING          | <input type="checkbox"/> | <input type="checkbox"/> | FIRE PREVENTION & PROTECTION | <input type="checkbox"/> | <input type="checkbox"/> |
| LADDERS & SCAFFOLDS   | <input type="checkbox"/> | <input type="checkbox"/> | ELECTRICAL SAFETY            | <input type="checkbox"/> | <input type="checkbox"/> |
| FALL ARREST STANDARDS | <input type="checkbox"/> | <input type="checkbox"/> | COMPRESSED GAS CYLINDERS     | <input type="checkbox"/> | <input type="checkbox"/> |
| AERIAL WORK PLATFORMS | <input type="checkbox"/> | <input type="checkbox"/> | WEATHER EXTREMES             | <input type="checkbox"/> | <input type="checkbox"/> |

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No  
(If Yes, submit an outline for evaluation. Does it include instruction on the following:

|                           | Yes                      | No                       |                                 | Yes                      | No                       |
|---------------------------|--------------------------|--------------------------|---------------------------------|--------------------------|--------------------------|
| EMPLOYER RESPONSIBILITIES | <input type="checkbox"/> | <input type="checkbox"/> | SAFETY COMMUNICATION            | <input type="checkbox"/> | <input type="checkbox"/> |
| EMPLOYEE RESPONSIBILITIES | <input type="checkbox"/> | <input type="checkbox"/> | FIRST AID/MEDICAL PROCEDURES    | <input type="checkbox"/> | <input type="checkbox"/> |
| DUE DILIGENCE             | <input type="checkbox"/> | <input type="checkbox"/> | NEW WORKER TRAINING             | <input type="checkbox"/> | <input type="checkbox"/> |
| SAFETY LEADERSHIP         | <input type="checkbox"/> | <input type="checkbox"/> | ENVIRONMENTAL REQUIREMENTS      | <input type="checkbox"/> | <input type="checkbox"/> |
| WORK REFUSALS             | <input type="checkbox"/> | <input type="checkbox"/> | HAZARD ASSESSMENT               | <input type="checkbox"/> | <input type="checkbox"/> |
| INSPECTION PROCESSES      | <input type="checkbox"/> | <input type="checkbox"/> | PRE-JOB SAFETY INSTRUCTION      | <input type="checkbox"/> | <input type="checkbox"/> |
| EMERGENCY PROCEDURES      | <input type="checkbox"/> | <input type="checkbox"/> | DRUG & ALCOHOL POLICY           | <input type="checkbox"/> | <input type="checkbox"/> |
| INCIDENT INVESTIGATION    | <input type="checkbox"/> | <input type="checkbox"/> | PROGRESSIVE DISCIPLINARY POLICY | <input type="checkbox"/> | <input type="checkbox"/> |
| SAFE WORK PROCEDURES      | <input type="checkbox"/> | <input type="checkbox"/> | SAFE WORK PRACTICES             | <input type="checkbox"/> | <input type="checkbox"/> |
| SAFETY MEETINGS           | <input type="checkbox"/> | <input type="checkbox"/> | NOTIFICATION REQUIREMENTS       | <input type="checkbox"/> | <input type="checkbox"/> |

**6. SAFETY ACTIVITIES**

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

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

Who follows up on inspection action items? \_\_\_\_\_

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

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

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

Is the process documented? ☐ Yes ☐ No

Who leads the discussion? \_\_\_\_\_

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

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

|                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                     |
| <p>Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health &amp; Safety Program?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>How does your company measure its H&amp;S success?</p> <ul style="list-style-type: none"> <li>• Attach separate sheet to explain</li> </ul>                                                                                                                                      |

|                                                                              |                                                                                         |                          |                          |                          |                          |                          |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>7. SAFETY STEWARDSHIP</b>                                                 |                                                                                         |                          |                          |                          |                          |                          |
| 7A                                                                           | Are incident reports and report summaries sent to the following and how often?          | Yes                      | No                       | Monthly                  | Quarterly                | Annually                 |
|                                                                              | Project/Site Manager                                                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | Managing Director                                                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | Safety Director/Manager                                                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | /Chief Executive Officer                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7B                                                                           | How are incident records and summaries kept? How often are they reported internally?    | Yes                      | No                       | Monthly                  | Quarterly                | Annually                 |
|                                                                              | Incidents totaled for the entire company                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | Incidents totaled by project                                                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | • Subtotaled by superintendent                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | • Subtotaled by foreman                                                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7C                                                                           | How are the costs of individual incidents kept? How often are they reported internally? | Yes                      | No                       | Monthly                  | Quarterly                | Annually                 |
|                                                                              | Costs totaled for the entire company                                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | Costs totaled by project                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | • Subtotaled by superintendent                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | • Subtotaled by foreman/general foreman                                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7D                                                                           | Does your company track non-injury incidents?                                           | Yes                      | No                       | Monthly                  | Quarterly                | Annually                 |
|                                                                              | Near Miss                                                                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | Property Damage                                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | Fire                                                                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | Security                                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                              | Environmental                                                                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>8 PERSONNEL</b>                                                           |                                                                                         |                          |                          |                          |                          |                          |
| List key health and safety officers planned for this project. Attach resume. |                                                                                         |                          |                          |                          |                          |                          |
|                                                                              | Name                                                                                    | Position/Title           | Designation              |                          |                          |                          |

|                                                                                                                                                                                           |         |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------------|
| Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment? |         |                  |
| Name                                                                                                                                                                                      | Address | Telephone Number |
| Other responsibilities:                                                                                                                                                                   |         |                  |
| <b>9 REFERENCES</b>                                                                                                                                                                       |         |                  |
| List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program                               |         |                  |
| Name and Company                                                                                                                                                                          | Address | Phone Number     |
|                                                                                                                                                                                           |         |                  |
|                                                                                                                                                                                           |         |                  |
|                                                                                                                                                                                           |         |                  |

**T2.2-11b Health and Safety Cost Breakdown**

NB: This Safety Cost breakdown is required to illustrate to Transnet that safety costs have been factored into your tender price, and will not be paid for as a separate expense.

| Tenderer (Company)                                                                                                                                       |                                           | Responsible Person | Designation                    | Date           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------|--------------------------------|----------------|
|                                                                                                                                                          |                                           |                    |                                |                |
| Project/Tender Title                                                                                                                                     |                                           | Project/Tender No. | Project Location / Description |                |
| REPLACEMENT, SERVICING AND TESTING OF ELECTRICAL INFRASTRUCTURE ON AN "AS AND WHEN" REQUIRED BASIS FOR THE JHB CENTRAL REGION FOR A PERIOD OF 36 MONTHS. |                                           | SIM21012CIDB       | Various Location               |                |
| #                                                                                                                                                        | Cost element                              | Unit Cost (R)      | # of Units                     | Total Cost (R) |
| 1.                                                                                                                                                       | Human Resources                           |                    |                                |                |
| 2.                                                                                                                                                       | Systems Documentation                     |                    |                                |                |
| 3.                                                                                                                                                       | Meetings & Administration                 |                    |                                |                |
| 4.                                                                                                                                                       | H&S Training                              |                    |                                |                |
| 5.                                                                                                                                                       | PPE & Safety Equipment                    |                    |                                |                |
| 6.                                                                                                                                                       | Signage & Barricading                     |                    |                                |                |
| 7.                                                                                                                                                       | Workplace Facilities                      |                    |                                |                |
| 8.                                                                                                                                                       | Emergency & Rescue Measures               |                    |                                |                |
| 9.                                                                                                                                                       | Hygiene Surveys & Monitoring              |                    |                                |                |
| 10.                                                                                                                                                      | Medical Surveillance                      |                    |                                |                |
| 11.                                                                                                                                                      | Safe Transport of Workers                 |                    |                                |                |
| 12.                                                                                                                                                      | HazMat Management (e.g. asbestos /silica) |                    |                                |                |
| 13.                                                                                                                                                      | Substance Abuse Testing (3 kits @R500 pm) |                    |                                |                |
| 14.                                                                                                                                                      | H&S Reward & Recognition                  |                    |                                |                |
| 15.                                                                                                                                                      | Other                                     |                    |                                |                |

|                                             |  |
|---------------------------------------------|--|
| <b>Total Health and Safety Estimate (R)</b> |  |
| <b>Total Estimate Value (R)</b>             |  |
| <b>H&amp;S Cost as % of Tender value</b>    |  |

## **T2.2-11c Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

**B. Certificate for Partnership**

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

| Name | Address | Signature | Date |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

**C. Certificate for Joint Venture**

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

\_\_\_\_\_, an authorised signatory of the company \_\_\_\_\_

\_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

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

---

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor



## T2.2-12 : 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.

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

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

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

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

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

| Name | Identity number | Personal income tax number |
|------|-----------------|----------------------------|
|      |                 |                            |
|      |                 |                            |
|      |                 |                            |

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

6. SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

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

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

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

Signed

Date

Name

Position

Enterprise  
name

### PREFERENCE POINTS CLAIM FORM

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

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

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

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

$P_t$  = Comparative price of bid under consideration

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

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

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

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

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

| Enterprise   | B-BBEE Certificate & Sworn Affidavit                                                                                                                                                                                                                               |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Large</b> | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                         |
| <b>QSE</b>   | Certificate issued by SANAS accredited verification agency<br>Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) |

|                        |                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]                                                                                                                                  |
| <b>EME<sup>1</sup></b> | Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership<br>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership<br>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard |

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

## 5. BID DECLARATION

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

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

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



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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such

cancellation;

- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

#### WITNESSES

1. ....

2. ....

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

DATE:.....

ADDRESS

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners

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

or any person having a controlling interest in the enterprise, in table below.

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However,

- communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

|           |                |
|-----------|----------------|
| .....     | .....          |
| Signature | Date           |
| .....     | .....          |
| Position  | Name of bidder |

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

## T2.2-13: Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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

---

***Conflicts of Interest***

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

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

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

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

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

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

\_\_\_\_\_  
Signature

## **T2.2-14: Unilateral Non-Disclosure Agreement**

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

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

### **TRANSNET SOC LTD**

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

**and**

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

### **WHEREAS**

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

### **IT IS HEREBY AGREED**

#### **1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**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:
- 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.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

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**4. ANNOUNCEMENTS**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

**5. DURATION**

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

**6. PRINCIPAL**

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

**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

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

**9. GENERAL**

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

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

Signed

Date

Name

Position

Tenderer

## T2.2-15: Supplier declaration form

Respondents are to furnish the following documentation and complete the Supplier Declaration Form below:

1. **Original or certified** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copy** of Certificate of Incorporation, CM29 / CM9 [*name change*]
4. **Certified copy** of Share Certificates [CK1/CK2 if CC]
5. Original or certified letterhead confirm physical and postal addresses
6. **Original or certified** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. A signed letter from your entity's auditor or accountant confirming most recent annual turnover figures or certified BBBEE certificate
9. **Certified copy** of valid Company Registration Certificate [*if applicable*]

Note: No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.

Note: No agreement shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

|                                                               |    |       |         |                     |             |                 |  |
|---------------------------------------------------------------|----|-------|---------|---------------------|-------------|-----------------|--|
| Company Trading Name                                          |    |       |         |                     |             |                 |  |
| Company Registered Name                                       |    |       |         |                     |             |                 |  |
| Company Registration Number Or ID Number If A Sole Proprietor |    |       |         |                     |             |                 |  |
| Form of entity                                                | CC | Trust | Pty Ltd | Limited             | Partnership | Sole Proprietor |  |
| VAT number (if registered)                                    |    |       |         |                     |             |                 |  |
| Company Telephone Number                                      |    |       |         |                     |             |                 |  |
| Company Fax Number                                            |    |       |         |                     |             |                 |  |
| Company E-Mail Address                                        |    |       |         |                     |             |                 |  |
| Company Website Address                                       |    |       |         |                     |             |                 |  |
| Bank Name                                                     |    |       |         | Bank Account Number |             |                 |  |
| Postal Address                                                |    |       |         |                     |             | Code            |  |
| Physical Address                                              |    |       |         |                     |             | Code            |  |
| Contact Person                                                |    |       |         |                     |             |                 |  |
| Designation                                                   |    |       |         |                     |             |                 |  |
| Telephone                                                     |    |       |         |                     |             |                 |  |

|                                                                |  |                         |           |                               |           |               |  |
|----------------------------------------------------------------|--|-------------------------|-----------|-------------------------------|-----------|---------------|--|
| Email                                                          |  |                         |           |                               |           |               |  |
| Annual Turnover Range (Last Financial Year)                    |  | < R5 Million            |           | R5-35 million                 |           | > R35 million |  |
| Does Your Company Provide                                      |  | Products                |           | Services                      |           | Both          |  |
| Area Of Delivery                                               |  | National                |           | Provincial                    |           | Local         |  |
| Is Your Company A Public Or Private Entity                     |  |                         |           | Public                        |           | Private       |  |
| Does Your Company Have A Tax Directive Or IRP30 Certificate    |  |                         |           | Yes                           |           | No            |  |
| Main Product Or Service Supplied (E.G.: Stationery/Consulting) |  |                         |           |                               |           |               |  |
| BEE Ownership Details                                          |  |                         |           |                               |           |               |  |
| % Black Ownership                                              |  | % Black women ownership |           | % Disabled person/s ownership |           |               |  |
| Does your company have a BEE certificate                       |  |                         | Yes       |                               | No        |               |  |
| What is your broad based BEE status (Level 1 to 9 / Unknown)   |  |                         |           |                               |           |               |  |
| How many personnel does the firm employ                        |  |                         | Permanent |                               | Part time |               |  |
| Transnet Contact Person                                        |  |                         |           |                               |           |               |  |
| Contact number                                                 |  |                         |           |                               |           |               |  |
| Transnet operating division                                    |  |                         |           |                               |           |               |  |

|                                                                  |  |             |  |
|------------------------------------------------------------------|--|-------------|--|
| Duly Authorised To Sign For And On Behalf Of Firm / Organisation |  |             |  |
| Name                                                             |  | Designation |  |
| Signature                                                        |  | Date        |  |

|                                             |  |               |  |
|---------------------------------------------|--|---------------|--|
| Stamp And Signature Of Commissioner Of Oath |  |               |  |
| Name                                        |  | Date          |  |
| Signature                                   |  | Telephone No. |  |

## **T2.2-16: RFP declaration form**

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

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

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

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the 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 T2.2-39 "Service Provider Integrity Pact".

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

### **IMPORTANT NOTICE TO TENDERERS**

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

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

- 
- b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender;  
or
  - f) Tendering with the intention not winning the tender.
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

## **T2.2-18: 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.

**OBJECTIVES**

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.

**COMMITMENTS OF TRANSNET**

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

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.

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.

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.

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.

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**OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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.

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.

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.

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.

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.

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.

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.

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.

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

### **INDEPENDENT TENDERING**

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.

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.

In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

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.

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.

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.

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.

#### Disqualification from Tendering Process

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.

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.

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.

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

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.

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.

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.

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

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.

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.

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.

### **PREVIOUS TRANSGRESSIONS**

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.

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.)

### **SANCTIONS FOR VIOLATIONS**

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.

## **CONFLICTS OF INTEREST**

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.

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

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

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

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

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

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.

## **MONITORING**

Transnet will be responsible for appointing an independent Monitor to:

- a) 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;
- b) 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
- c) 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.

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.

## **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.

## **DISPUTE RESOLUTION**

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 0 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.

## **GENERAL**

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

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.

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.

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

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

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## T2.2-19: 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\_\_\_\_

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SIGNATURE OF TENDER

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## **T2.2-20: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
- consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of

a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

**The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:**

|            |  |           |  |
|------------|--|-----------|--|
| <b>YES</b> |  | <b>NO</b> |  |
|------------|--|-----------|--|

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

### 3. **SOLE AGREEMENT**

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_(Name of company)

(Operator)

Authorised signatory for and on behalf of .....(Name of company) who warrants that he/she is duly authorised to sign this Agreement.

**AS WITNESSES:**

**TRANSNET FREIGHT RAIL**

**ENQUIRY:** SIM22021CIDB

**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).



---

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-22: Insurance provided by the *Contractor*

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

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

| Insurance against<br>(See clause 83.2 of the TSC)                                                                                                                                                            | Name of Insurance<br>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 R10 000 000. |                              |       |         |
| Insurance in respect of loss of or damage to own property and equipment.                                                                                                                                     |                              |       |         |
| (Other)                                                                                                                                                                                                      |                              |       |         |

Signed

Date

Name

Position

Tenderer

## **T2.2-23: 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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.....

## **Mandatory Agreement**

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 (AS AMENDED)

### **AGREEMENT WITH MANDATORY**

In terms of Section 37(1) & (2)

### **WRITTEN AGREEMENT ENTERED INTO AND BETWEEN**

#### **Transnet SOC Ltd**

(Hereinafter referred to as the Employer)

**AND**

-----

(Hereinafter referred to as Mandatory (Principal Contractor))

**Compensation Fund Number:**

**Project Name :**

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### PREAMBLE

**WHEREAS** section 37(1) & (2) of the Occupational Health and Safety Act No 85 of 1993 ("the Act") requires that parties have an agreement in writing to ensure compliance by a mandatory in line with the provisions of the Act.

**AND WHEREAS** Transnet SOC Ltd requires the services of the Contractors to execute certain projects within its workshops.

**AND WHEREAS** TRANSNET SOC LTD can be better served by Contractors who have the infrastructure, specialist employees and expertise to execute such projects at the highest level of efficiency on short notice.

**NOW THEREFORE the parties agree as follows;**

### 1. DEFINITIONS

For the purpose of this agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated:

- 1.1 **"Act"** means the Occupational Health and Safety Act No 85 of 1993;
- 1.2 **"Agreement"** means this Mandatory agreement;
- 1.3 **"Contractor "** means the Mandatory;
- 1.4 **"COID Act"** means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.5 **"Effective Date"** means the date of signature of this Agreement by the last party signing hereto;
- 1.6 **"Employer"** refers to TRANSNET SOC LTD;
- 1.7 **"Mandatory"** means an agent, Contractor or sub-contractor for work, but without derogating from the status in his own right as an employer or user;
- 1.8 **"Parties"** means TRANSNET SOC LTD and the Contractor, and **"Party"** shall mean either one of them, as the context indicates;

- 1.9 **"Principal Contract"** means the appointed contractor whereby such contractor has to provide goods and or services to TRANSNET SOC LTD.
- 1.10 **"Regulations"** means regulations promulgated in terms of the relevant legislation.
- 1.11 **"Section"** means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.12 **"Services"** means the services to be provided by the Contractor to TRANSNET SOC LTD.
- 1.13 **"TRANSNET SOC LTD"** means Transnet Group and all its operating divisions and Specialist units with (Registration No. **1990/000900/06**), a public company incorporated in accordance with the company laws of the Republic of South Africa;

## 2. INTERPRETATION

- 2.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 2.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 2.3 A reference to the singular incorporates a reference to the plural and vice versa.
- 2.4 A reference to natural persons incorporates a reference to legal persons and vice versa.
- 2.5 A reference to a particular gender incorporates a reference to the other gender.

## 3. REPORTING

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

## 4. WARRANTY OF COMPLIANCE

- 4.1 In terms of this Agreement the Mandatary warrants that he agrees to any of the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 4.2 The Mandatary further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said Agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

- 4.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his activities and that of his employees.

## **5. APPOINTMENTS AND TRAINING**

- 5.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Mandatary shall immediately be provided to the Employer.
- 5.2 The Mandatary shall further ensure that all his employees are trained on the health and safety aspects relating to the work to be done on the premises of the Employer and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.3 Notwithstanding the provisions of the above, the Mandatary shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

## **6. SUPERVISION, DISCIPLINE AND REPORTING**

- 6.1 The Mandatary shall ensure that all work performed on the Employer's a premise is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.
- 6.2 The Mandatary shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of such conditions and that he in turn immediately reports these to the Employer and/or his representative.

## **7. ACCESS TO THE OHS ACT**

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

## **8. COOPERATION**

- 8.1 The Mandatary and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into any occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his responsible persons shall make available to the Employer and his representative, on request, all and/or

any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

## **9. WORK PROCEDURES**

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Mandatary shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 9.2 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with such other safe work practices as prescribed by the Employer and that his responsible persons and employees adhere to such safe work practices.
- 9.3 The Mandatary shall ensure that work for which any permit is required by the Employer is not performed by his employees prior to the Employer obtaining such permit from the Mandatary.

## **10. HEALTH AND SAFETY MEETINGS**

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

## **11. COMPENSATION REGISTRATION**

- 11.1 The Mandatary shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of **COID Act**, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover remain in force while any such employee is present on the premises.

## **12. MEDICAL EXAMINATIONS**

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

## **13. INCIDENT REPORTING AND INVESTIGATION**

- 13.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.2 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

## **14. SUBCONTRACTORS**

- 14.1 The Mandatary shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.1.1 The Mandatary shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
  - 14.1.2 The Mandatary shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.
  - 14.1.3 The Mandatary shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to his attention.
  - 14.1.4 The Mandatary shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

## **15. SECURITY AND ACCESS**

- 15.1 The Mandatary and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatary shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 15.2 The Mandatary and his employees shall not enter any area of the premises that is not directly associated with their work.
- 15.3 The Mandatary shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the Employer's premises.

## **16. FIRE PRECAUTIONS AND FACILITIES**

- 16.1 The Mandatary shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the Parties may mutually make arrangements for the provision of such facilities.
- 16.2 The Mandatary shall further ensure that all his employees are familiar with fire precautions at the premises, which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

## **17. ABLUTION FACILITIES**

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

## **18. HYGIENE AND CLEANLINESS**

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

## **19. NO NUISANCE**

- 19.1 The Mandatary shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 19.2 The Mandatary shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatary or any tenants. Where such situations are unavoidable, the Mandatary shall give prior notice to the Employer.

## **20. INTOXICATION NOT ALLOWED**

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

## **21. PERSONAL PROTECTIVE EQUIPMENT**

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

## **22. PLANT, MACHINERY AND EQUIPMENT**

- 22.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 22.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks in terms of health and safety when properly used.

## **23. NO USAGE OF THE EMPLOYER'S EQUIPMENT**

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

## **24. TRANSPORT**

- 24.1 The Mandatary shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The Mandatary shall ensure that all drivers shall have relevant and valid driving licenses and the Mandatary shall ensure that no vehicle/s shall carry passengers unless it is specifically designed to do and that all drivers shall adhere to the speed limits and road signs on the premises at all times.
- 24.2 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

## **25. CLARIFICATION**

- 25.1 In the event that the Mandatary requires clarification of any of the terms or provisions of this Agreement, he should take the necessary steps to contact the Risk Manager of the Employer to obtain such clarification.

## **26. DURATION OF AGREEMENT**

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

## **27. NON COMPLIANCE WITH THE AGREEMENT**

- 27.1 If the Mandatary fails to comply with any provisions of this Agreement, the Employer shall be entitled to give the mandatory 7 (seven) days written notice to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Employer shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the mandatory may have in law,
- 271.1 to suspend the main Agreement; or
- 27.1.2 To claim immediate performance and/or payment of such obligations.
- 27.2 Should mandatory continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

## 28. HEADINGS

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

### Thus done and signed

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

---

**For and on behalf of the Employer**

### Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

---

**for and on behalf of the Mandatary**

### Witnesses:

3. \_\_\_\_\_

4. \_\_\_\_\_

## C1.1 Form of Offer & Acceptance

### Offer

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

### FOR THE PROVISION OF TANK REPAIR SERVICES AT TFR'S RICHARDS BAY DEPOT (AT iNSEZI).

The tenderer, identified in the Offer signature block, has

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

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

|                                                     |          |
|-----------------------------------------------------|----------|
| The offered total of the Prices exclusive of VAT is | <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:**

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

Tenderer's CIDB registration number:

**Acceptance**



**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).

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

The terms of the contract, are contained in:

|         |                                                                                  |
|---------|----------------------------------------------------------------------------------|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data                                                                     |
| Part C3 | Scope of Work: Service Information                                               |

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award.

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

**Schedule of Deviations**

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4   |         |         |
| 5   |         |         |

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

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

**For the tenderer:****For the Employer**

Signature

Name

Capacity

On behalf  
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &  
signature  
of witness

Date



## C1.2 Contract Data

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

| Clause   | Statement                                                                               | Data                                                                                                                                                                                                                                               |
|----------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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 and secondary Options                                         | <b>A: Priced contract with price list</b><br><b>W1: Dispute resolution procedure</b><br><br><b>X2: Changes in the law</b><br><b>X17: Low service damages</b><br><b>X18: Limitation of liability</b><br><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:<br><b>Transnet Corporate Centre<br/>138 Eloff Street<br/>Braamfontein<br/>Johannesburg<br/>2000</b>                                                                                                                            |
|          | Having elected its Contractual Address for the purposes of this contract as:            | <b>Off R10 Old Main Road, Transnet Freight Rail,<br/>Diesel Locomotive Depots, Richard's Bay,<br/>Kwa Zulu Natal, 3900</b>                                                                                                                         |
|          | Tel No.                                                                                 | <b>035 905 2254 / 031 361 5434</b>                                                                                                                                                                                                                 |
| 10.1     | The <i>Service Manager</i> is (name):                                                   | <b>Sizwe Shange</b>                                                                                                                                                                                                                                |
|          | Address                                                                                 | <b>Off R10 Old Main Road, Transnet Freight Rail,<br/>Diesel Locomotive Depots, Richard's Bay,<br/>Kwa Zulu Natal, 3900</b>                                                                                                                         |
|          | Tel                                                                                     | <b>031 361 5434 / 073 557 3788</b>                                                                                                                                                                                                                 |
|          | e-mail                                                                                  | <a href="mailto:Sizwe.shange@transnet.net">Sizwe.shange@transnet.net</a>                                                                                                                                                                           |



|          |                                                                  |                                                                                                                                                                                     |
|----------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(2)  | The Affected Property is                                         | <b>Transnet Diesel Locomotive Depot, iNsezi</b>                                                                                                                                     |
| 11.2(13) | The <i>service</i> is                                            | <b>Provision of Tank Repairs in Richards Bay at iNsezi</b>                                                                                                                          |
| 11.2(14) | The following matters will be included in the Risk Register      | <b>Working in a confined space<br/>Cutting and grinding using angle grinder<br/>Welding of material<br/>Manual handling of materials or equipment<br/>Painting<br/>Housekeeping</b> |
| 11.2(15) | The Service Information is in                                    | <b>The Scope of Services</b>                                                                                                                                                        |
| 12.2     | The <i>law of the contract</i> is the law of                     | <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>                                                                                      |
| 13.1     | The <i>language of this contract</i> is                          | <b>English</b>                                                                                                                                                                      |
| 13.3     | The <i>period for reply</i> is                                   | <b>2 weeks</b>                                                                                                                                                                      |
| <b>2</b> | <b>The Contractor's 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>TBC</b>                                                                                                                                                                          |
| 30.1     | The <i>service period</i> is                                     | <b>8 (Eight) 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>                                                                                                                    |
| <b>6</b> | <b>Compensation events</b>                                       |                                                                                                                                                                                     |
| <b>7</b> | <b>Use of Equipment Plant and Materials</b>                      | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                                        |
| <b>8</b> | <b>Risks and insurance</b>                                       |                                                                                                                                                                                     |

Commented [NSTFRJ1]: Please complete the start date according to your timelines



|           |                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                     |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 80.1      | These are additional <i>Employers</i> risks                                                                                                                                                                                                                                                                         | <b>None</b>                                                                                                                                                                                                         |
| 83.1      | The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is: | <b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>                                                                                                            |
| 83.1      | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:                                                                              | <b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>               |
| 83.1      | Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000                                                                                                         |                                                                                                                                                                                                                     |
| 83.1      | The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:                                                                                                                                                            | <b>The Total of the Prices.</b>                                                                                                                                                                                     |
| 83.1      | For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:                                                                                                                                                                     | <b>The Total of the Prices.</b>                                                                                                                                                                                     |
| 83.1      | The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:                                                                                                                                     | <b>The Total of the Prices.</b>                                                                                                                                                                                     |
| <b>9</b>  | <b>Termination</b>                                                                                                                                                                                                                                                                                                  | <b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>                                                                                                                    |
| <b>10</b> | <b>Data for main Option clause</b>                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                     |
| <b>A</b>  | <b>Priced contract with price list</b>                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                     |
| 20.5      | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than                                                                                                                                                                           | <b>2 weeks.</b>                                                                                                                                                                                                     |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                     |
| W1.1      | The <i>Adjudicator</i> is (Name)                                                                                                                                                                                                                                                                                    | <b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b> |



| W1.2(3)    | The <i>Adjudicator nominating body</i> is:<br><br>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<br><br>The place where arbitration is to be held is<br><br>The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or<br>- 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><br><br><b>Durban, South Africa</b><br><br><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                                                                                                                                                                                                                                                | <table><tr><th>Activity</th><th>Low Service Damages</th></tr><tr><td>Welding</td><td>R1 000.00 per day</td></tr></table>                                                                                               | Activity | Low Service Damages | Welding | R1 000.00 per day |
| Activity   | Low Service Damages                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                        |          |                     |         |                   |
| Welding    | R1 000.00 per day                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                        |          |                     |         |                   |
| <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>Nil.</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>The deductible of the relevant insurance policy</b>                                                                                                                                                                 |          |                     |         |                   |
| X18.3      | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to                                                                                                                                                                               | <b>The cost of correcting the defect.</b>                                                                                                                                                                              |          |                     |         |                   |
| X18.4      | The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to                                                                                                  | <b>Total of the Prices.</b>                                                                                                                                                                                            |          |                     |         |                   |
| X18.5      | The <i>end of liability date</i> is                                                                                                                                                                                                                                                 | <b>1 year after the end of the <i>service period</i>.</b>                                                                                                                                                              |          |                     |         |                   |
| <b>Z</b>   | <b>Additional conditions of contract</b>                                                                                                                                                                                                                                            |                                                                                                                                                                                                                        |          |                     |         |                   |



## **Z1 Obligations in respect of Termination**

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 | <p>Termination Table</p> <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 | <p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>                                                                                                                                                                                                                                                                                                                                                                                                                             |

## **Z2 Right Reserved by Transnet to Conduct Vetting through SSA**

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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> |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **Z3 Additional clause relating to Collusion in the Construction Industry**



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|      |                                                                                                                                                                               |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z3.1 | The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting. |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**Z4      Protection of Personal Information Act**

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|      |                                                                                                                                                                                                        |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z4.1 | The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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Transnet  
Contract number:  
Description of the Service:

## 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.

| <b>Clause</b> | <b>Statement</b>                                                                                                                                                                                                              | <b>Data</b>                                                                                                                             |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 10.1          | The <i>Contractor</i> is (Name):<br><br>Address<br><br>Tel No.<br><br>Fax No.                                                                                                                                                 |                                                                                                                                         |
| 11.2(8)       | The <i>direct fee percentage</i> is<br><br>The <i>subcontracted fee percentage</i> is                                                                                                                                         | .....%<br><br>.....%                                                                                                                    |
| 11.2(14)      | The following matters will be included in the Risk Register                                                                                                                                                                   | .....                                                                                                                                   |
| 11.2(15)      | The Service Information for the <i>Contractor's</i> plan is in:                                                                                                                                                               | .....                                                                                                                                   |
| 21.1          | The plan identified in the Contract Data is contained in:                                                                                                                                                                     | .....                                                                                                                                   |
| 24.1          | The key persons are:<br><br>1        Name:<br><br>Job:<br><br>Responsibilities:<br><br>Qualifications:<br><br>Experience:<br><br>2        Name:<br><br>Job<br><br>Responsibilities:<br><br>Qualifications:<br><br>Experience: | .....<br><br>.....<br><br>.....<br><br>.....<br><br>.....<br><br>.....<br><br>.....<br><br>.....<br><br>.....<br><br>.....<br><br>..... |
|               |                                                                                                                                                                                                                               | <b>CV's (and further key person's data including CVs) are in .....</b>                                                                  |

Transnet  
Contract number:  
Description of the Service:

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

**TRANSNET FREIGHT RAIL****ENQUIRY:** SIM22021CIDB**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).**PART C2: PRICING DATA**

| Document reference | Title                          | No of pages |
|--------------------|--------------------------------|-------------|
| C2.1               | Pricing instructions: Option A | 2           |
| C2.2               | Price List                     | 4           |

## C2.1 Pricing Instruction: Option A

### C2.1 Pricing instructions: Option A

#### 1.1 The *conditions of contract*

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

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

##### Identified 11

- and 11.2** (17) The Price for Services Provided to Date is the total of
- defined**
- 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.
- terms**

(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.

**TRANSNET FREIGHT RAIL****ENQUIRY:** SIM22021CIDB**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).

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

## C2.2 Price List

| Item no.  | Description                                                                                  | Unit of measure | Quantity | Rate | Price |
|-----------|----------------------------------------------------------------------------------------------|-----------------|----------|------|-------|
| <b>A</b>  | <b>Contractual requirements</b>                                                              |                 |          |      |       |
| <b>A1</b> | Fixed preliminary and general charges                                                        | Each            | 1        |      |       |
| <b>A2</b> | Safety File and supervision                                                                  | Sum             | 1        |      |       |
| <b>A3</b> | Quality Data Pack                                                                            | Sum             | 1        |      |       |
| <b>A4</b> | Site establishment                                                                           | Sum             | 1        |      |       |
| <b>A5</b> | Removal of Site establishment                                                                | Sum             | 1        |      |       |
| <b>A6</b> | Removal of Rubble and Waste from Site                                                        | Sum             | 1        |      |       |
| <b>B</b>  | <b>Day work</b>                                                                              |                 |          |      |       |
| <b>B</b>  | <b>TANK FOUNDATION</b>                                                                       |                 |          |      |       |
| <b>B1</b> | Remove existing water proofing membrane covering chime/ foundation interface                 | Sum             | 1        |      |       |
| <b>B2</b> | Repair cavities in foundation and spray paint according to Transnet specification.           | Sum             | 1        |      |       |
| <b>B3</b> | Replace seal between external foundation and tank base and cover it with Denso wrapping tape | Sum             | 1        |      |       |
| <b>B4</b> | Test tank earthing and provide results                                                       | Sum             | 1        |      |       |
| <b>B5</b> | Restore anchor bolts and coating system at affected anchor bolts                             | Sum             | 1        |      |       |
| <b>C</b>  | <b>BOTTOM PLATES</b>                                                                         |                 |          |      |       |
| <b>C1</b> | Replace striker plate with a 300x300x8mm welded plate and having rounded corners.            | Sum             | 1        |      |       |
| <b>C2</b> | Repair undercut on shell to bottom weld by overlay welding and grind                         | Sum             | 1        |      |       |
| <b>C3</b> | Install and weld pads for drain pipe support bracket (150x150x6mm)                           | Sum             | 1        |      |       |
| <b>C4</b> | Internally epoxy-line tank bottom and 1 meter of shell.                                      | Sum             | 1        |      |       |
| <b>C5</b> | Install pads for ATG bracket, including touch up painting after welding the pads.            | Sum             | 1        |      |       |
| <b>C7</b> | Install data plates which comply with API 650 and API 653                                    | Sum             | 1        |      |       |
| <b>D</b>  | <b>SHELL (INTERNAL)</b>                                                                      |                 |          |      |       |
| <b>D1</b> | Reinstate suitable corrosion protection paint on the shell internal using proper epoxy paint | Sum             | 1        |      |       |

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|           |                                                                                                                                                                                                                        |     |   |  |  |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---|--|--|
|           | on the bottom plate                                                                                                                                                                                                    |     |   |  |  |
| <b>E</b>  | <b>ROOF</b>                                                                                                                                                                                                            |     |   |  |  |
| <b>E1</b> | Reinstate the roof manhole cover hinges or handles to aid on opening or closing to comply with API 650 section 5.8.3.5 and figure 5.16                                                                                 | No  | 2 |  |  |
| <b>E2</b> | Replace the roof manhole cover gasket and size according to API 650 Table 5.13a, Table 5.13b                                                                                                                           | No  | 1 |  |  |
| <b>E3</b> | Repair the breather or pressure/ vacuum relief valve and reinstate all its components to a safe, reliable, applicable, good condition according to API 650.                                                            | Sum | 1 |  |  |
| <b>E4</b> | Prepare and wire brush where corroded, repair and restore the curb angle, roof handrails, roof nozzles and bolts, roof cable rack                                                                                      | Sum | 1 |  |  |
| <b>E5</b> | Spray paint using primer where shows bare steel and apply 2 x coats of silver metal paint and a suitable corrosion prevention paint.                                                                                   | Sum | 1 |  |  |
| <b>F</b>  | <b>HANDRAILS, PLATFORMS AND ACCESS STAIRWAY (SPIRAL)</b>                                                                                                                                                               |     |   |  |  |
| <b>F1</b> | Replace with new all corroded staircase plates with an anti-slip grating, platform, handrails and weld in accordance to API 650 section 5.8.10 and size according to Table 5.17, Table 5.18, Table 5.19a, Table 5.19b. | Sum | 1 |  |  |
|           |                                                                                                                                                                                                                        |     |   |  |  |

**TRANSNET FREIGHT RAIL****ENQUIRY:** SIM22021CIDB**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).

|           |                                                                                                                                                                                                                                                    |     |   |  |  |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---|--|--|
| <b>G</b>  | <b>HANDRAILS, PLATFORMS AND ACCESS STAIRWAY (BUND WALL)</b>                                                                                                                                                                                        |     |   |  |  |
| <b>G1</b> | Reinstate the access stairway handrails on the concrete staircases giving access to the tanks.                                                                                                                                                     | Sum | 2 |  |  |
| <b>G2</b> | Spray paint and apply 2 x coats of silver metal paint and a suitable corrosion prevention paint. Final paint on the access stairway should be in accordance to OSHA standard 29 CFR 1910.144, the Safety Colour Code for Marking Physical Hazards. | Sum | 2 |  |  |
| <b>H</b>  | <b>HANDRAILS, PLATFORMS AND ACCESS STAIRWAY (ACCESS WAY)</b>                                                                                                                                                                                       |     |   |  |  |
| <b>H1</b> | Construct the access stairway with handrails, staircase plates with an anti-slip grating and platform giving access from the Pump House area to the Tank Farm. (See attached drawings)                                                             | Sum | 1 |  |  |
| <b>I</b>  | <b>SHELL (EXTERNAL)</b>                                                                                                                                                                                                                            |     |   |  |  |
| <b>I1</b> | Sandblast the entire tank shell external                                                                                                                                                                                                           | Sum | 1 |  |  |
| <b>I2</b> | Paint the entire tank shell. Using primer where shows bare steel and apply 2 x coats of silver metal paint and a suitable corrosion protection paint.                                                                                              | Sum | 1 |  |  |
| <b>I3</b> | Remove Denso wrapping, evaluate and repair external bottom plate protrusion/ projection                                                                                                                                                            | Sum | 1 |  |  |
| <b>J</b>  | <b>SHELL NOZZLE</b>                                                                                                                                                                                                                                |     |   |  |  |

**TRANSNET FREIGHT RAIL****ENQUIRY:** SIM22021CIDB**DESCRIPTION OF THE SERVICE:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).

|                                                 |                                                                                                                                                                                                                                                                 |      |   |  |  |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|--|--|
| <b>J1</b>                                       | Fabricate the tank manway with a davit arm system to aid on opening or closing of the manway cover in accordance with API 650 section 5.8.3.5 (See attached drawings)                                                                                           | Sum  | 1 |  |  |
| <b>J2</b>                                       | Remove coating around the nozzles and perform dye-pen test to identify the pin-hole leak, repair the leak as per API 653 code.                                                                                                                                  | Sum  | 1 |  |  |
| <b>J3</b>                                       | Replace old gaskets with new ones, and service valves before returning tank to service.                                                                                                                                                                         | Sum  | 1 |  |  |
| <b>J4</b>                                       | Code compliant numbering on the tank as per SANS 10089, the following information should be included but not limited to: tank no, capacity, safe filling level, product contained, service dates, inlet and outlet valve positioning and all prohibitory signs. | Each | 1 |  |  |
| <b>The total of the Prices (excluding VAT):</b> |                                                                                                                                                                                                                                                                 |      |   |  |  |
| <b>VAT – 15%</b>                                |                                                                                                                                                                                                                                                                 |      |   |  |  |
| <b>The total of the Prices (including VAT):</b> |                                                                                                                                                                                                                                                                 |      |   |  |  |

**TRANSNET FREIGHT RAIL****ENQUIRY NUMBER:** SIM22021CIDB**DESCRIPTION OF THE WORKS:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).**PART C3: SCOPE OF WORK**

| <b>Document reference</b>    | <b>Title</b>                        | <b>No of page</b> |
|------------------------------|-------------------------------------|-------------------|
|                              | This cover page                     | 1                 |
| C3.1                         | <i>Employer's Works Information</i> | 8                 |
| C3.2                         | <i>Contractor's Works</i>           | Nil               |
| <b>Total number of pages</b> |                                     | <b>8</b>          |

**TRANSNET FREIGHT RAIL****ENQUIRY NUMBER:** SIM22021CIDB**DESCRIPTION OF THE WORKS:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).**C3.1 EMPLOYER'S WORKS INFORMATION****Contents**

|                                                                 |     |
|-----------------------------------------------------------------|-----|
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**TRANSNET FREIGHT RAIL**
**ENQUIRY NUMBER:** SIM22021CIDB

**DESCRIPTION OF THE WORKS:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).

**SECTION 1**
**1. Description of the *works***
**1.1 Executive overview**

The *works* that the *Contractor* is to perform *involve*

**1.1.1 TANK FOUNDATION:**

1. Install denso sealant at water proofing membrane to tank shell interface to prevent water ingress.
2. Restore coating system at affected anchor bolts. Using primer and silver metal paint (apply 2 coats).
3. Tighten all anchor bolt nuts.
4. Mechanical clean, primer and apply corrosion protection coating where tank floor shows cluster pitting corrosion with at least 10 years warranty.
5. Install rounded corner repair plates on areas with material loss pitting, mechanical dents, damages, indentation and bulges and apply coating on areas with material loss including repaired areas.

**1.1.2 HANDRAILS, PLATFORMS AND ACCESS STAIRWAY:**

1. (a) Prepare and wire brush the spiral staircase plates, platform, and hand rails.  
(b) Remove all corroded staircase plates, platform, and hand rails.  
(c) Replace with new all corroded staircase plates with an anti-slip grating, platform, hand rails and weld in accordance to API 650 section 5.8.10 and size according to Table 5.17, Table 5.18, Table 5.19a, Table 5.19b.  
(d) Paint and apply 2 x coats of silver metal paint and a suitable corrosion prevention paint.
2. (a) Construct the access stairway with hand rails, staircase plates with an anti-slip grating and platform giving access from the Pump House area to the Tank Farm.  
(b) Paint and apply 2 x coats silver metal paint and a suitable corrosion prevention paint.  
(c) Final paint on the access stairway should be in accordance to OSHA standard 29 CFR 1910.144, the Safety Colour Code for Marking Physical Hazards
3. (a) Reinstate the access stairway hand rails on the concrete staircases giving access to the tanks.  
(b) Paint and apply 2 x coats of silver metal paint and a suitable corrosion prevention paint.  
(c) Final paint on the access stairway should be in accordance to OSHA standard 29 CFR 1910.144, the Safety Colour Code for Marking Physical Hazards.
4. All welding done on site or/ and off site should be according to API 650 Section 9 and Section IX of the ASME Code. Inspection of welds and dimensional check must be carried out in accordance to API 650 Section 5 and Weld Quality Management and Weld Coordination

**1.1.3 ROOF NOZZLES**

1. Prepare and wire brush where corroded and paint the entire roof nozzles. Using primer where shows bare steel and apply 2 x coats of silver metal paint and a suitable corrosion prevention paint.
2. Reinstate the roof manhole cover hinges or handles to aid on opening or closing to comply with API 650 section 5.8.3.5 and figure 5.16


**TRANSNET FREIGHT RAIL**
**ENQUIRY NUMBER:** SIM22021CIDB

**DESCRIPTION OF THE WORKS:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).

3. Replace the roof manhole cover gasket and size according to API 650 Table 5.13a, Table 5.13b
4. Dismantle the breather or pressure/ vacuum relief valve. Repair the breather or pressure/ vacuum relief valve and reinstate all its components to a safety, reliability, applicability and good condition according to API 650.

**1.1.4 SHELL INTERNAL**

1. Reinstall suitable corrosion protection paint

**1.1.5 SHELL EXTERNAL:**

1. Prepare and sandblast the entire tank shell.
2. Paint the entire tank shell. Using primer where shows bare steel and apply 2 x coats of silver metal paint and a suitable corrosion protection paint.
3. Remove Denso wrapping, evaluate and repair external bottom plate protrusion.
4. Perform floor bottom settlements' and out of plumb.

**1.1.6 SHELL NOZZLES**

1. Prepare and wire brush where corroded. Use a primer where shows bare steel and apply 2 x coats of silver metal paint on all shell nozzles.
2. Remove coating around the nozzles and perform dye-pen test to identify the pin-hole leak, repair the leak as per API 653 code.
3. Fabricate the tank manway with a davit arm system to aid on opening or closing of the manway cover in accordance to API 650 section 5.8.3.5
4. Manway nozzle reinforcement plate displayed corrosion in weep hole. Refer to the attached drawings for the davit arm specifications.

**1.1.7 API NAME PLATE INSTALLATION**

1. Include code compliant numbering on the tank as per SANS 10089, the following information should be included but not limited to: tank no, capacity, safe filling level, product contained, service dates, inlet and outlet valve positioning and all prohibitory signs.
2. Characters should be clearly visible and identifiable with a minimum height of 900mm and minimum width of 450mm, and it must be in two positions which will be visible from fire excess service route.

**1.1.8 INTERNAL TANK COATING SPECIFICATION**

1. Tank internal surface preparation must be in accordance to API RP652 and ISO 16961

**1.2 Employer's objectives**

The *Employer's* objectives are

- 1.2.1 External surface preparation in accordance to Sa3 of the international standard ISO 8501
- 1.2.2 Dry abrasive blast to white to obtain a surface profile of 50-75 microns
- 1.2.3 Apply suitable rust inhibiting primer coating system

**TRANSNET FREIGHT RAIL****ENQUIRY NUMBER:** SIM22021CIDB**DESCRIPTION OF THE WORKS:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).

- 
- 1.2.4 Repaint diesel storage tank on shell. The external tank refurbishment work and engineering systems shall provide low maintenance with particular emphasis on suitable materials of repairs and easy availability of spares for plant and equipment.
  - 1.2.5 The appointed contractor shall be responsible for all site work, supervision and management aspects of the works including minor designs (where necessary), and shall follow the best-accepted engineering practices in order to provide the Transnet SOC Ltd with a compliant and operational diesel storage and dispensing system that is in accordance with the requirements and specifications as detailed in various parts and sections of this document.
  - 1.2.6 The appointed contractor shall provide tools, materials, scaffolding, platforms and all safety harnesses that are required to execute this work, moreover observe all working at heights regulations and all safety regulations and guidelines concerning construction work.
  - 1.2.7 The appointed contractor shall provide an experienced sandblaster competent to control the aggressive speed of the abrasive, leaving the area with no damage and no contamination to the facility.
  - 1.2.8 In the event of sandblasting, the process should be very effective in such a way that it shapes or strips and smooth the surface from any foreign material to obtain the desired surface profile.
  - 1.2.9 The disposal of sludge and effluent must be done off site. And it is the contractor's responsibility to leave the site and facilities clean, no drain blockages and no contamination to the environment.
  - 1.2.10 Provide weekly updated works programme.
  - 1.2.11 Provide site specific PPE for contract workers for the duration of the project.
  - 1.2.12 Ensure conformance to safety requirements for the confined space entry as specified by OHS ACT
  - 1.2.13 Method statement and the risk assessments must be carried out prior to commencement of any work activity.

**TRANSNET FREIGHT RAIL****ENQUIRY NUMBER:** SIM22021CIDB**DESCRIPTION OF THE WORKS:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).**1.3 Interpretation and terminology**

The following abbreviations are used in this Works Information:

| <b>Abbreviation</b> | <b>Meaning given to the abbreviation</b>              |
|---------------------|-------------------------------------------------------|
| API                 | American Petroleum Industry                           |
| BBBEE               | Broad Based Black Economic Empowerment                |
| CEMP                | Construction Environmental Management Plan            |
| CD                  | Compact Disc                                          |
| CDR                 | Contractor Documentation Register                     |
| CDS                 | Contractor Documentation Schedule                     |
| CRL                 | Contractor Review Label                               |
| CSHEO               | Contractor's Safety, Health and Environmental Officer |
| CM                  | Construction Manager                                  |
| DTI                 | Department of Trade and Industry                      |
| DWG                 | Drawings                                              |
| EDMS                | Electronic Document Management System                 |
| EO                  | Environmental Officer                                 |
| HAW                 | Hazard Assessment Workshop                            |
| HAZOP               | Hazard and Operability Study                          |
| HSSP                | Health and Safety Surveillance Plan                   |
| INC                 | Independent Nominated Consultant                      |
| IP                  | Industrial Participation                              |
| IR                  | Industrial Relations                                  |
| IPP                 | Industrial Participation Policy                       |
| IPO                 | Industrial Participation Obligation                   |
| IPS                 | Industrial Participation Secretariat                  |
| IRCC                | Industrial Relations Co-ordinating Committee          |
| OHSA                | Occupational Health and Safety Act                    |
| OSHA                | Occupational Safety and Health Administration         |
| SANS                | South African National Standards                      |
| CIRP                | Contractor's Industrial Relations Practitioner        |
| Native              | Original electronic file format of documentation      |
| PES                 | Project Environmental Specifications                  |
| PHA                 | Preliminary Hazard Assessment                         |
| PIRM                | Project Industrial Relations Manager                  |

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|        |                                                         |
|--------|---------------------------------------------------------|
| PIRPMP | Project Industrial Relations Policy and Management Plan |
| PLA    | Project Labour Agreements                               |
| PSIRM  | Project Site Industrial Relations Manager               |
| PSPM   | Project Safety Program Manager                          |
| PSSM   | Project Site Safety Manager                             |

**1.4 COATING SPECIFICATION**

| StoneCor Africa, Coating System |                   |                                   |           |                                                                    |                             |             |                                           |
|---------------------------------|-------------------|-----------------------------------|-----------|--------------------------------------------------------------------|-----------------------------|-------------|-------------------------------------------|
| No.<br>Coats                    | Coating           | Generic Type                      | Apply By  | Theoretical<br>Coverage m <sup>2</sup> / lt at<br>D.F.T. (microns) | Film Thickness<br>(Microns) |             | Minimum Time<br>Between Coats at 25<br>°C |
|                                 |                   |                                   |           |                                                                    | Wet<br>Film                 | Dry<br>Film |                                           |
| Prime Coat                      |                   |                                   |           |                                                                    |                             |             |                                           |
| 1                               | Carbonistic<br>15 | Aluminium filled<br>epoxy mastic  | B, AS, CS | 7,2 @ µm                                                           | 140µm                       | 125µm       | 24 Hrs                                    |
| Complete Coat                   |                   |                                   |           |                                                                    |                             |             |                                           |
| 1                               | Carbothane<br>134 | Aliphatic acrylic<br>polyurethane | CS, AS, B | 12,0 @ 40µm                                                        | 85µm                        | 40µm        | 3 Hrs                                     |
| 1                               |                   |                                   |           |                                                                    |                             | 40µm        |                                           |

**1.5 RECOMMENDED SURFACE PREPARATION**

| StoneCor Africa, Coating System |                      |                                   |          |                                                                       |                             |             |                                           |
|---------------------------------|----------------------|-----------------------------------|----------|-----------------------------------------------------------------------|-----------------------------|-------------|-------------------------------------------|
| No.<br>Coats                    | Coating              | Generic Type                      | Apply By | Theoretical<br>Coverage m <sup>2</sup> / lt<br>at D.F.T.<br>(microns) | Film Thickness<br>(Microns) |             | Minimum Time<br>Between Coats at 25<br>°C |
|                                 |                      |                                   |          |                                                                       | Wet<br>Film                 | Dry<br>Film |                                           |
| 1                               | Phenoline 187<br>UHS | Amine Modified<br>Epoxy           | S.B.R    | 4.0 @ 250µm                                                           | 255µm                       | 250µm       | 16Hrs min<br>36 Hrs max                   |
| 1                               | Carbothane<br>134    | Aliphatic acrylic<br>polyurethane | S.B.R    | 4.0 @ 250µm                                                           | 255µm                       | 250µm       | 16Hrs min<br>36 Hrs max                   |

**TRANSNET FREIGHT RAIL****ENQUIRY NUMBER:** SIM22021CIDB**DESCRIPTION OF THE WORKS:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).

|   |  |       |  |
|---|--|-------|--|
| 2 |  | 500µm |  |
|---|--|-------|--|

**1.6 Equipment required to be included in the works**

1.6.1 Scaffolding

1.6.2 Sand blasting machine

1.6.3 Standby generator

1.6.4 Welding machine

1.6.5 Painting equipment

**1.7 The Contractor's Invoices**

- 1.1.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

- 1.1.2 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number:

The invoice contains the supporting detail:

- 1.1.3 The invoice is presented either by post or by hand delivery.

- 1.1.4 Invoices submitted by post are addressed to:

- Invoices submitted by post are addressed to:

Transnet Freight Rail

Central Accounting

PO Box 8621

Johannesburg

2000

- Invoices submitted by hand are presented to:

Transnet Freight Rail

Old Naval Base

Commodore Close

6 Devonshire Road, Pietermaritzburg For the attention of the Technician, Sizwe Shange.

- The invoice is presented as an original.

**TRANSNET FREIGHT RAIL****ENQUIRY NUMBER:** SIM22021CIDB**DESCRIPTION OF THE WORKS:** Provision of Tank Repair Services at TFR's in Richards Bay depot (at iNsezi).

## PART 4: AFFECTED PROPERTY

Core clause 11.2(2) states

"Affected Property is property which

- Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of the Affected Property.

### 1. Description of the Affected Property and its surroundings

#### 1.1. General description

| TANK FARM       |                     |
|-----------------|---------------------|
| 1               | iNsezi Diesel Depot |
|                 |                     |
| REFUELLING AREA |                     |
|                 | iNsezi Diesel Depot |
|                 |                     |
| PUMP HOUSE      |                     |
|                 | iNsezi Diesel Depot |
|                 |                     |
| DECANTING AREA  |                     |
|                 | iNsezi Diesel Depot |
|                 |                     |

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

Transnet is in the business of freight and logistics via rail and the locations of these site are constituted by existing office buildings, ablution blocks, Railway lines, and their operational equipment

#### 1.3. Subsoil information

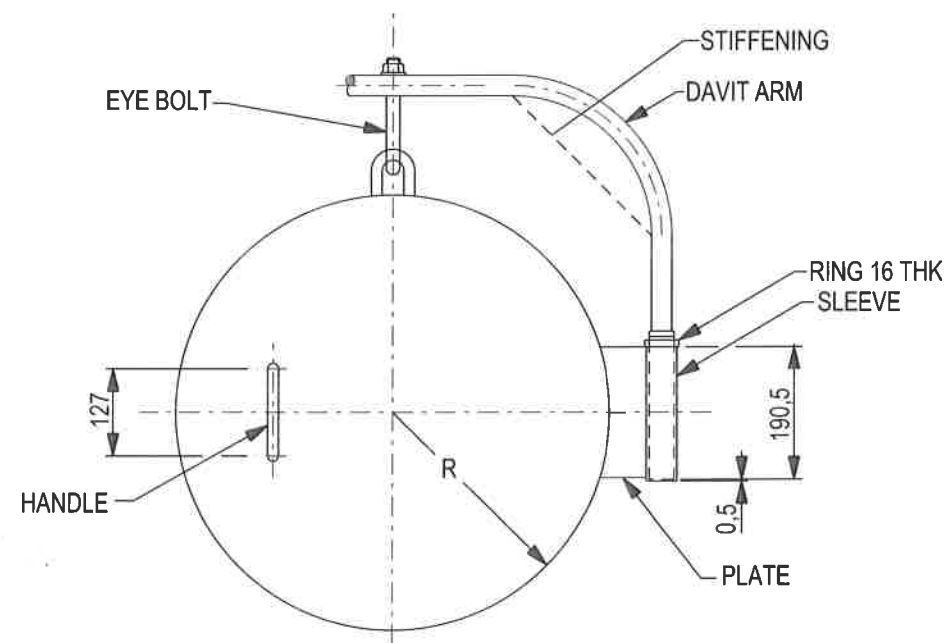
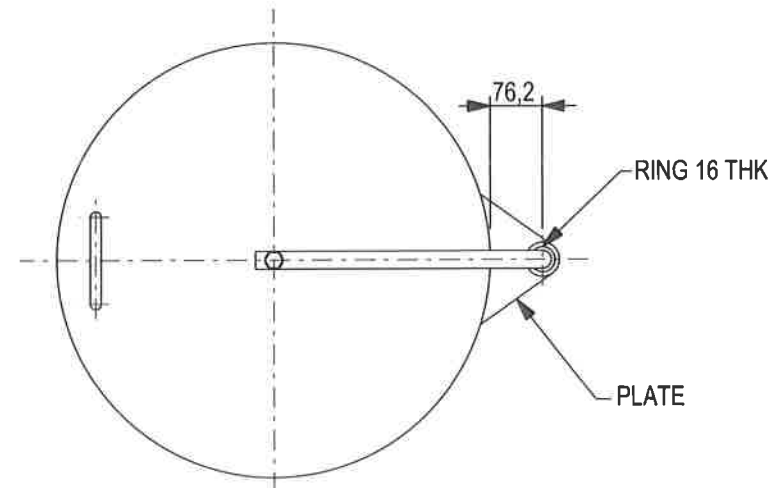
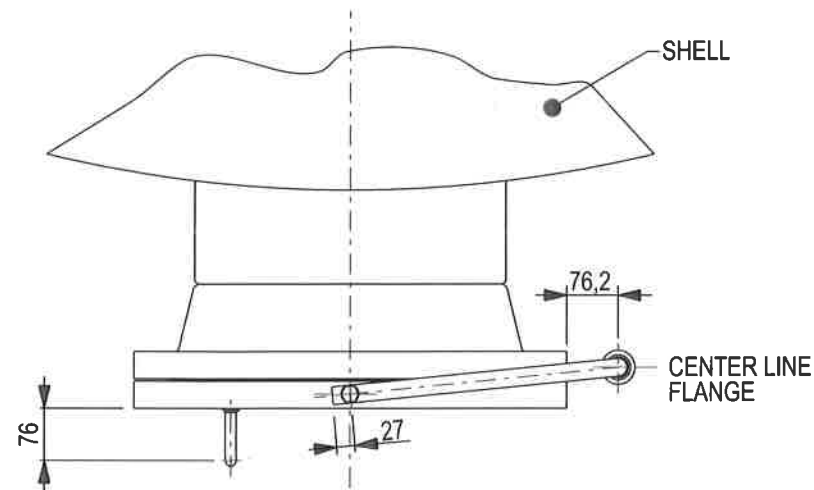
Not Applicable

#### 1.4. Hidden services

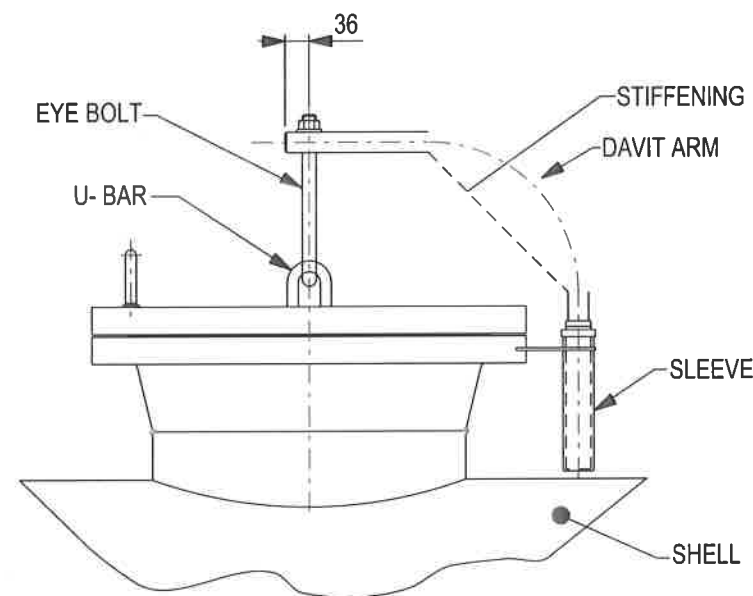
Not applicable

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

Not Applicable



FOR HORIZONTAL OPENING



FOR VERTICAL OPENING

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## GENERAL NOTES:-

1. ALL MATERIAL CARBON STEEL.
2. ALL WEIDS 3/8" CONTINUOUS FILET WELD.
3. THE DAVIT HAS BEEN TESTED AGAINST EXCESSIVE DEFLECTION.
4. USING DAVIT LESS ROOM IS REQUIRED THAN WITH THE USE OF HINGE.
5. FOR FREQUENTLY USED OPENING DAVIT IS PREFERRED TO HINGE.

**TRANSNET**

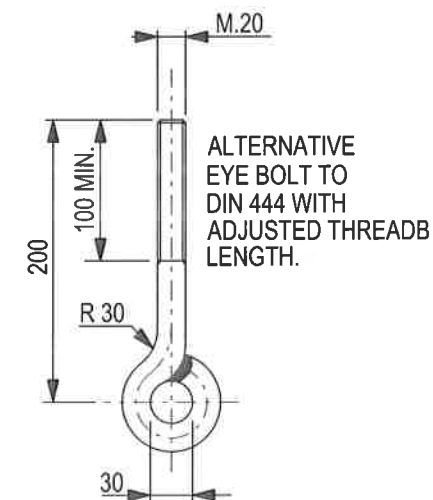
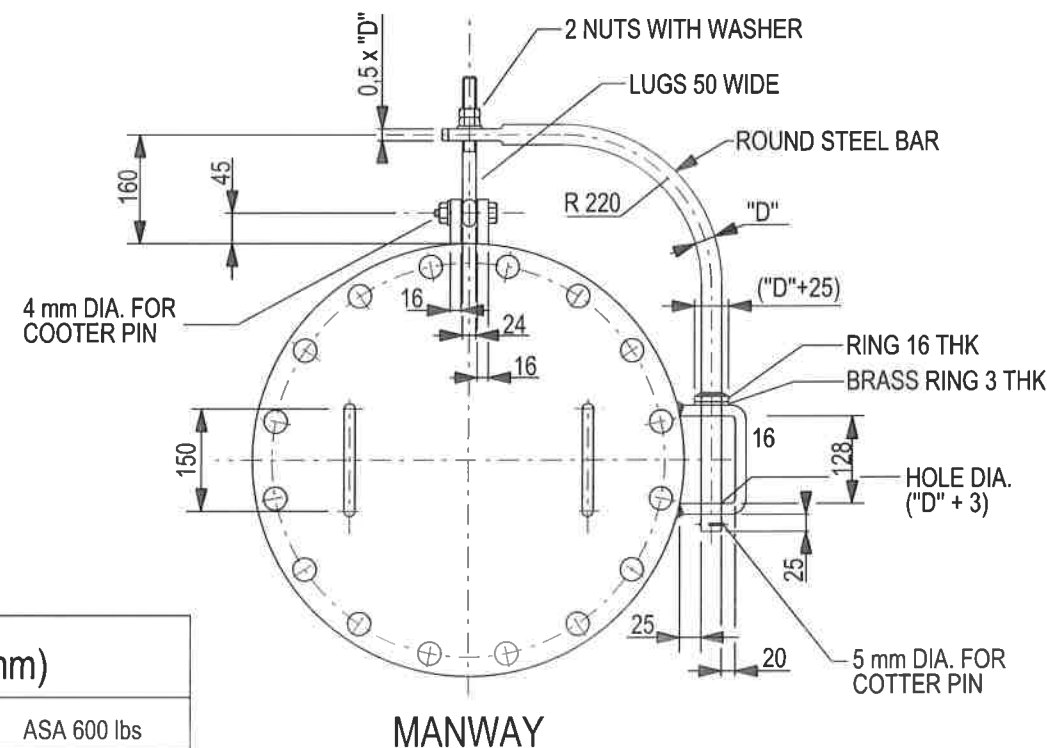
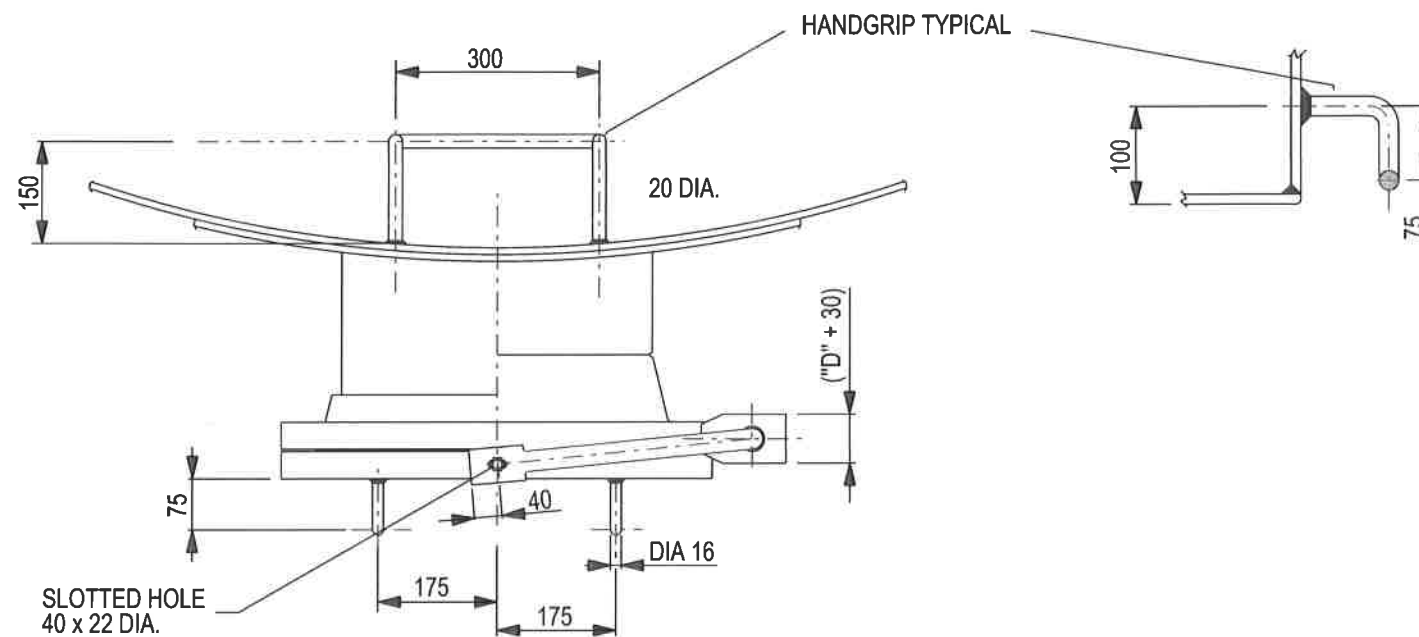


| REVISIONS No. | DATE | REVISIONS |
|---------------|------|-----------|
|---------------|------|-----------|

DRAWING DESCRIPTION

## DAVIT ARM HORIZONTAL OPENING & VERTICAL OPENING

|                          |                |           |            |
|--------------------------|----------------|-----------|------------|
| REFERENCE DRAWING NUMBER |                |           |            |
| 'AS-IS'S DRAWING         |                | REMARKS   |            |
|                          |                |           |            |
| RESPONSIBLE PROFESSION   |                |           |            |
| DATE                     | NAME           | SIGNATURE | SAP NUMBER |
| 2022/05/18               | M.E. NKOSI     |           | 0175341    |
|                          |                |           |            |
| SIZE                     | DRAWING NUMBER |           | REV        |
| A3                       | 000-001-002    |           | 01         |



| MANWAY<br>NOM. SIZE | DAVIT DIA . "D" (mm) |             |             |
|---------------------|----------------------|-------------|-------------|
|                     | ASA 150 lbs          | ASA 300 lbs | ASA 600 lbs |
| 18"                 | 35                   | 45          | 50          |
| 20"                 | 40                   | 50          | 60          |
| 24"                 | 45                   | 55          | 65          |

## COPYRIGHT:-

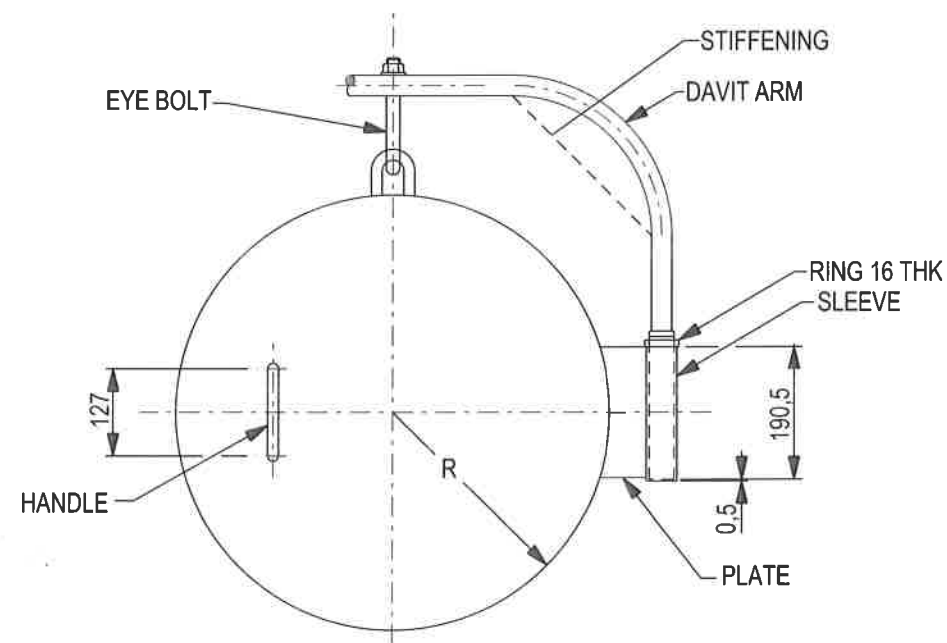
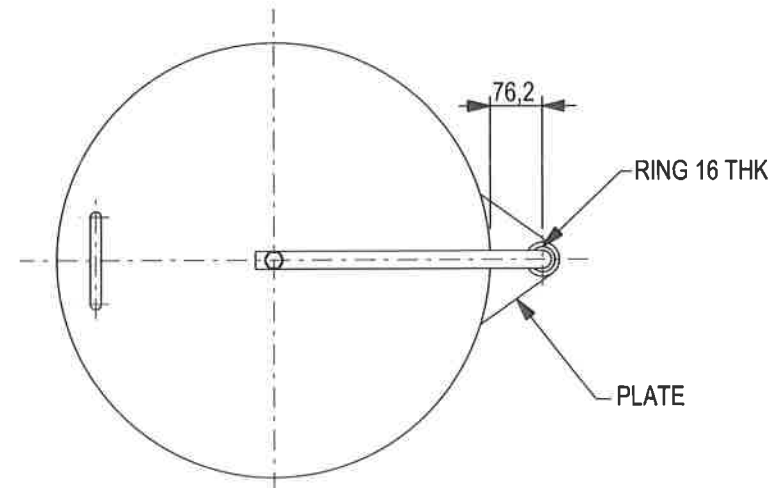
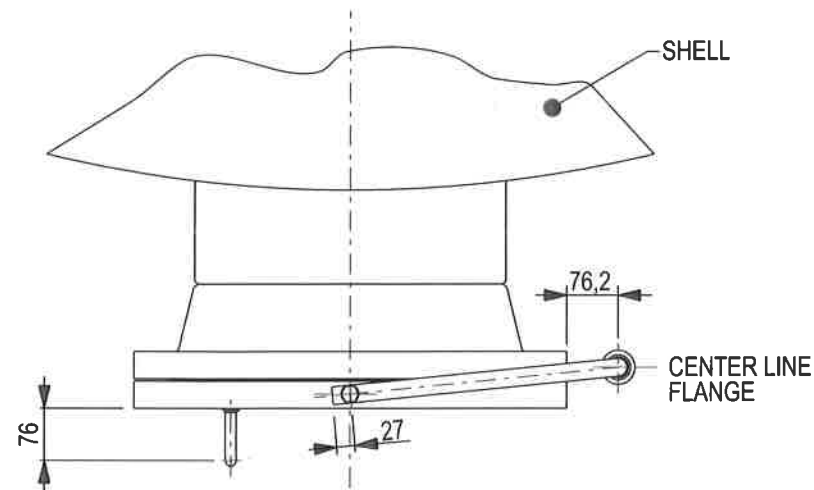
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## GENERAL NOTES:-

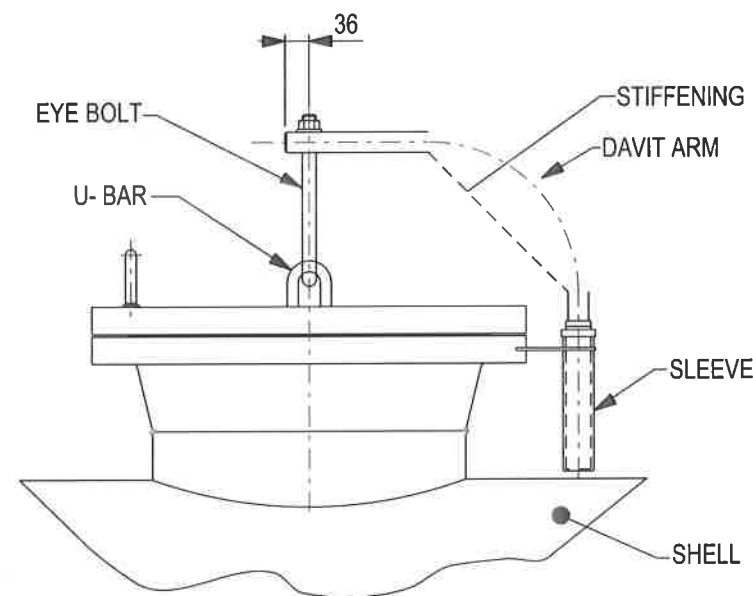
- 1.WELD OF LUGS TO FLANGE SHALL BE A FULL PENETRATION WELD.
- 2.MATERIAL OF LUGS EQUIVALENT TO VESSEL MATERIAL. MATERIAL BOLTS & NUTS: AISI 304.
- 3.FOR LACATION ODF DAVIT SEE VESSEL DRAWING.



|                                       |                |           |            |
|---------------------------------------|----------------|-----------|------------|
| REVISIONS No.                         | DATE           | REVISIONS |            |
| DRAWING DESCRIPTION                   |                |           |            |
| <b>DAVIT<br/>FOR<br/>MANWAY COVER</b> |                |           |            |
| REFERENCE DRAWING NUMBER              |                |           |            |
| 'AS -IS'-S DRAWING                    |                |           |            |
| RESPONSIBLE PROFESSION                |                |           |            |
| DATE                                  | NAME           | SIGNATURE | SAP NUMBER |
| 2022/05/16                            | M.E. NKOSI     |           | 0175341    |
| SIZE                                  | DRAWING NUMBER |           | REV.       |
| A3                                    | 000-001-001    |           | 01         |



FOR HORIZONTAL OPENING



FOR VERTICAL OPENING

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**TRANSNET**

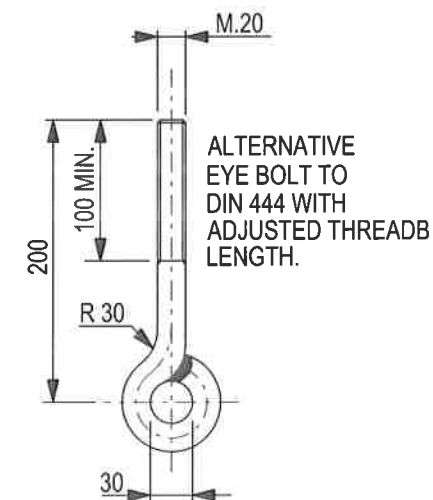
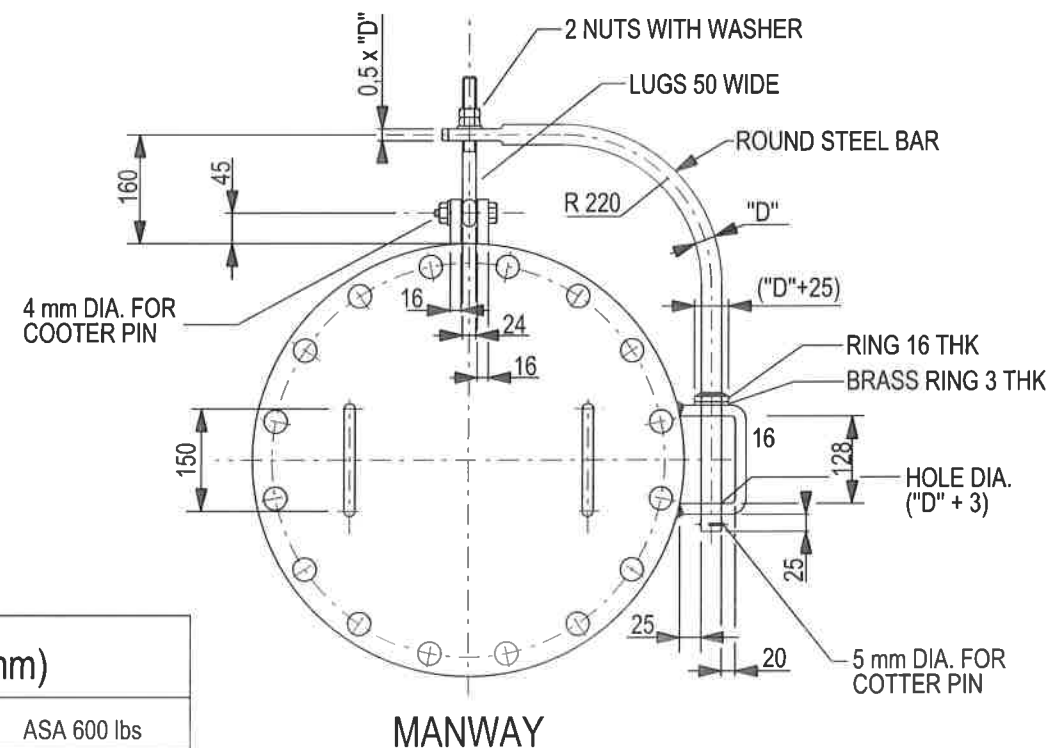
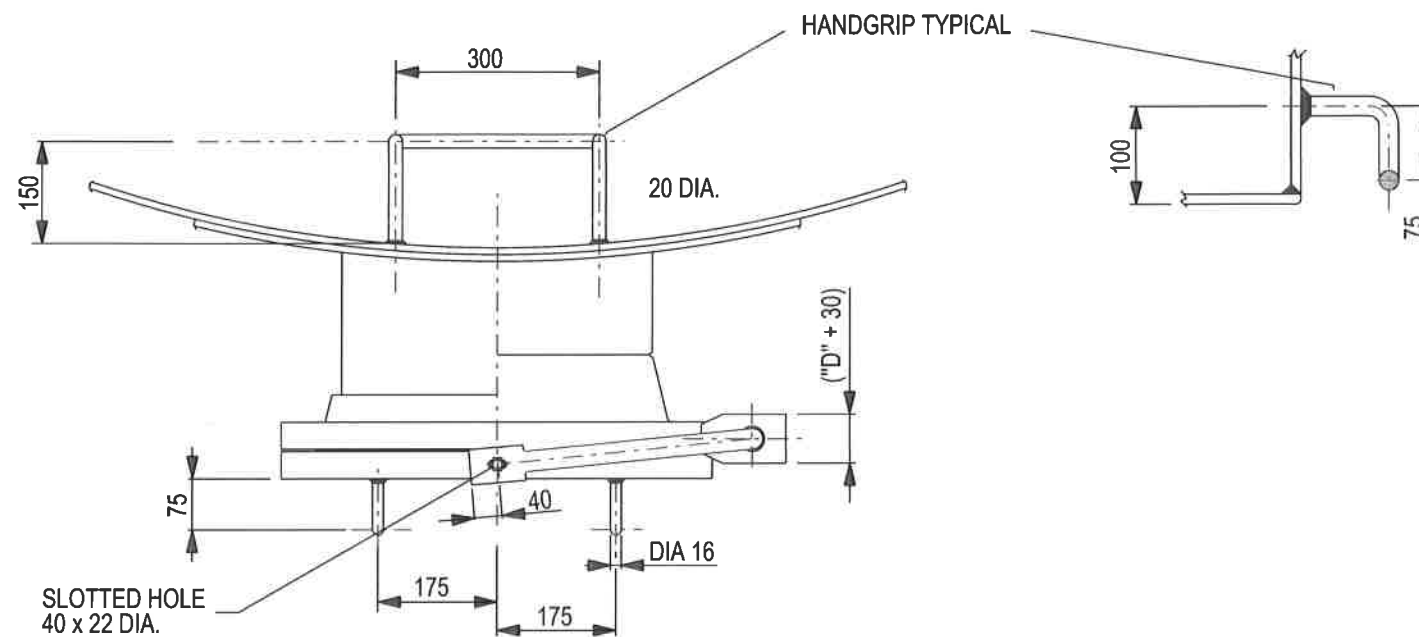


| REVISIONS No. | DATE | REVISIONS |
|---------------|------|-----------|
|---------------|------|-----------|

DRAWING DESCRIPTION

## DAVIT ARM HORIZONTAL OPENING & VERTICAL OPENING

|                          |                |           |            |
|--------------------------|----------------|-----------|------------|
| REFERENCE DRAWING NUMBER |                |           |            |
| 'AS-IS'S' DRAWING        |                | REMARKS   |            |
|                          |                |           |            |
| RESPONSIBLE PROFESSION   |                |           |            |
| DATE                     | NAME           | SIGNATURE | SAP NUMBER |
| 2022/05/18               | M.E. NKOSI     |           | 0175341    |
|                          |                |           |            |
| SIZE                     | DRAWING NUMBER |           | REV        |
| A3                       | 000-001-002    |           | 01         |



| MANWAY<br>NOM. SIZE | DAVIT DIA . "D" (mm) |             |             |
|---------------------|----------------------|-------------|-------------|
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| 20"                 | 40                   | 50          | 60          |
| 24"                 | 45                   | 55          | 65          |

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|                                       |            |                |            |
|---------------------------------------|------------|----------------|------------|
| REVISIONS No.                         | DATE       | REVISIONS      |            |
| DRAWING DESCRIPTION                   |            |                |            |
| <b>DAVIT<br/>FOR<br/>MANWAY COVER</b> |            |                |            |
| REFERENCE DRAWING NUMBER              |            |                |            |
| 'AS-IS'S DRAWING                      |            |                |            |
| RESPONSIBLE PROFESSION                |            |                |            |
| DATE                                  | NAME       | SIGNATURE      | SAP NUMBER |
| 2022/05/16                            | M.E. NKOSI |                | 0175341    |
| SIZE                                  |            | DRAWING NUMBER |            |
| A3                                    |            | 000-001-001    |            |
|                                       |            |                | REV. 01    |

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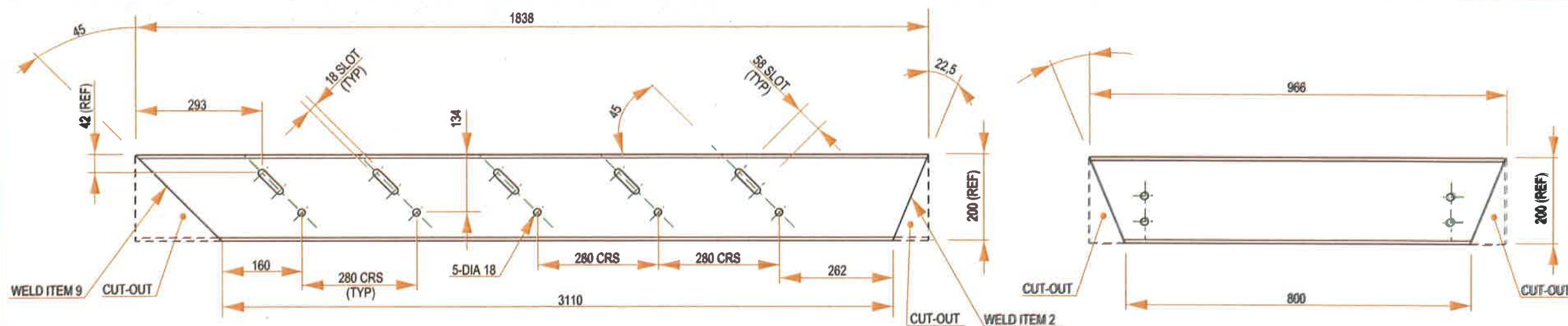


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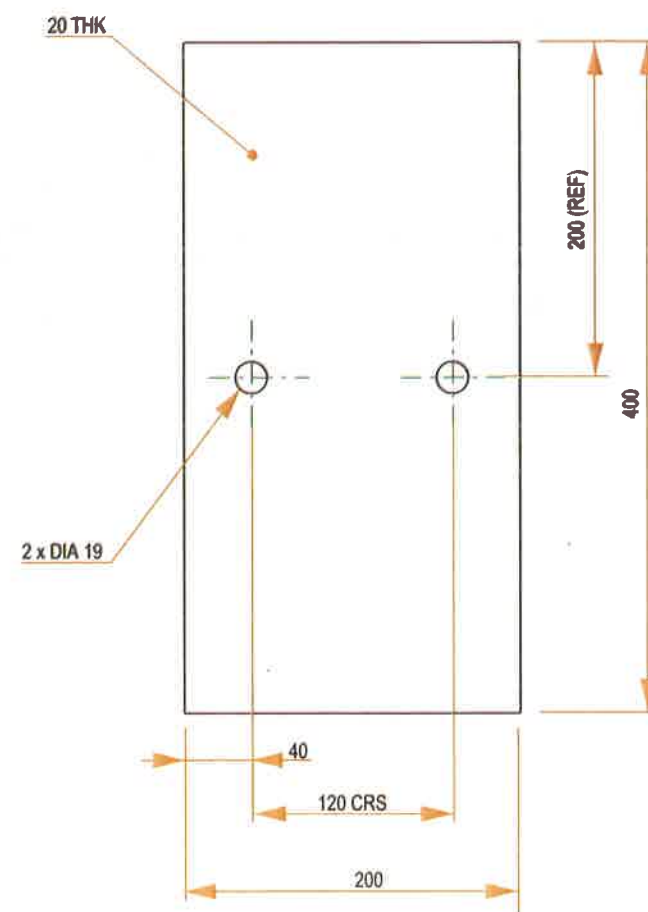


|                                           |                        |
|-------------------------------------------|------------------------|
| REVISIONS                                 |                        |
| DRAWING DESCRIPTION                       |                        |
| <b>RICHARD'S BAY<br/>ASSEMBLY DETAILS</b> |                        |
| DRAWING PART OF SET - SEE LIST FORM       | REVISED AT             |
| RESponsible Professional                  |                        |
| DATE                                      | ISSUE                  |
| PROJECT NO.                               | SHEET NUMBER           |
| DATE                                      | TITLE                  |
| DATE                                      | SCALE                  |
| <b>A3</b>                                 | <b>RCD-000-001-002</b> |
| <b>002</b>                                | <b>01</b>              |

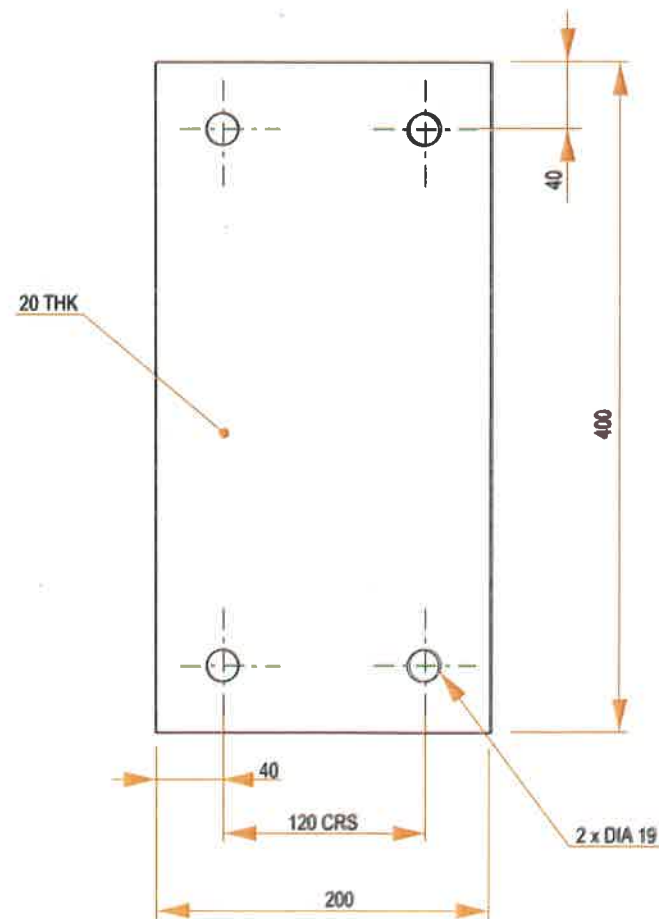


**ITEM 1 CHANEEL**  
**(4 - 00F REQUIRED)**  
**(2-OFF-AS SHOWN & 2 OFF AT AN OPPOSITE HAND)**

**ITEM 2 CHANEEL**  
(2 - COF REQUIRED)



**ITEM 10 PLATE**  
(4 - 00F REQUIRED)



**ITEM 11 PLATE**  
**(4 - 00F REQUIRED)**

(SCALE 1:5)

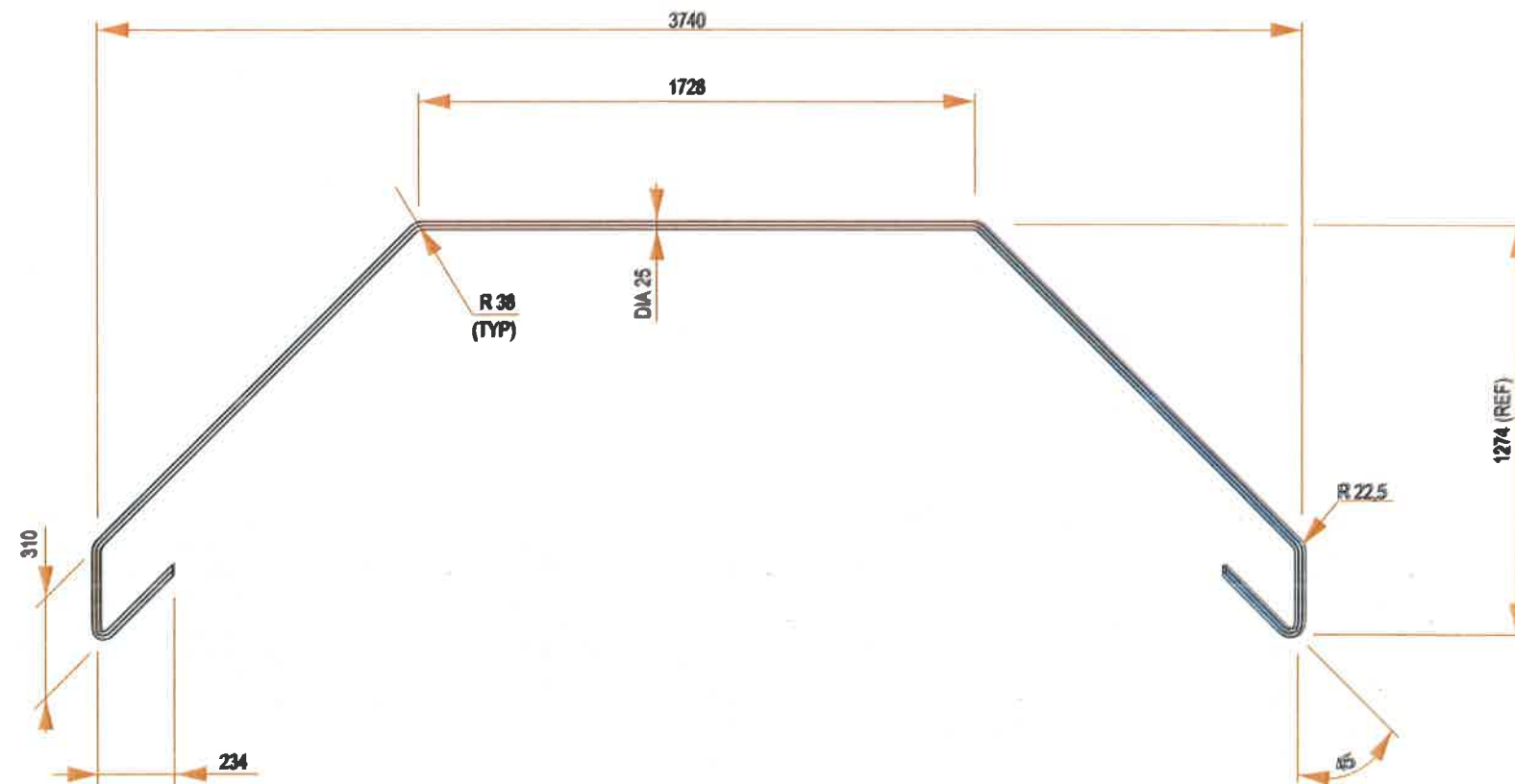
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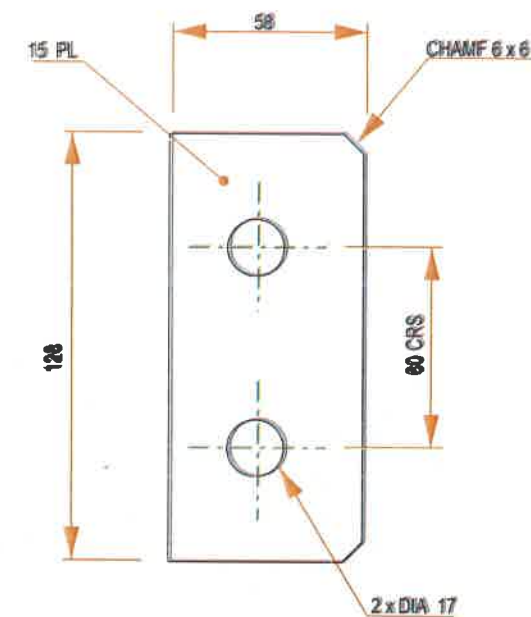


|                                                        |                   |                   |             |
|--------------------------------------------------------|-------------------|-------------------|-------------|
| REVISIONS                                              |                   |                   |             |
| DRAWING DESCRIPTION                                    |                   |                   |             |
| <b>RICHARD'S BAY<br/>DETAILS OF STEP-OVER PLATFORM</b> |                   |                   |             |
| APPROVED BY SITE SUPERVISOR                            |                   | DATE              |             |
|                                                        |                   |                   |             |
| APPROVED BY ARCHITECT                                  |                   |                   |             |
| DATE                                                   | SIGNATURE         | DATE              | SIGNATURE   |
| 07/11/08                                               | M. J. [illegible] |                   | [illegible] |
| SCALE                                                  |                   | CONTINUOUS NUMBER |             |
| A3                                                     | RCD-000-001-003   | 003               | 01          |



ITEM 2 CHANEEL  
(2 - 00F REQUIRED)

(SCALE 1:1)



ITEM 16 PLATE  
(4 - 00F REQUIRED)

(SCALE 1:5)

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| REVISIONS                                                            |                 |
|----------------------------------------------------------------------|-----------------|
| DATE                                                                 | REVISION        |
| 2023-07-08                                                           | 1               |
| <p><b>RICHARD'S BAY</b><br/><b>DETAILS OF STEP-OVER PLATFORM</b></p> |                 |
| <p>APPROVED BY: [Signature] DATE: [Date]</p>                         |                 |
| DATE                                                                 | BY              |
| 2023-07-08                                                           | [Signature]     |
| DATE                                                                 | BY              |
| 2023-07-08                                                           | [Signature]     |
| <p>ISSUE: [Signature] DATE: [Date]</p>                               |                 |
| A3                                                                   | RCD-000-001-004 |
| 004                                                                  | 01              |

ITEM LIST

|      |     |                                        |                  |                       |
|------|-----|----------------------------------------|------------------|-----------------------|
| 17   | 8   | STUD BOLT M16 x 50 LG                  | SANS 1700 CL 8.8 |                       |
| 16   | 4   | PLATE 128 x 58 x 15 THK                | EN 10025 S355 JR |                       |
| 15   | 24  | ANCHOR BOLT M18 x 50 LG                | GALVANIZED       |                       |
| 14   | 1   | GRATING RS-40 - 720L x 590 W           | GALVANIZED       |                       |
| 13   | 10  | STAIR TREAD RS40 (40 x 4.5)- 600 x 260 | CARBON STEEL     |                       |
| 12   | 2   | BAR DIA 25 x 5800 LG                   | EN 10025 S355 JR | SEE NOTE 9 ON SHT 001 |
| 11   | 4   | PLATE 400 x 200 x 20 THK               | EN 10025 S355 JR |                       |
| 10   | 4   | PLATE 400 x 200 x 20 THK               | EN 10025 S355 JR |                       |
| 9    | 4   | FLAT 80 x 6 x 1124 LG                  | EN 10025 S355 JR |                       |
| 8    | 2   | FLAT 80 x 6 x 1596 LG                  | EN 10025 S355 JR |                       |
| 7    | 2   | ANGLE 50 x 50 x 815 LG                 | EN 10025 S355 JR |                       |
| 6    | 4   | ANGLE 50 x 50 x 1165 LG                | EN 10025 S355 JR |                       |
| 5    | 8   | ANGLE 50 x 50 x 1200 LG                | EN 10025 S355 JR |                       |
| 4    | 4   | ANGLE 50 x 50 x 1100 LG                | EN 10025 S355 JR |                       |
| 3    | 2   | CHANNEL 140 x 60 x 16,733 kg/m         | EN 10025 S355 JR |                       |
| 2    | 2   | CHANNEL 200 x 80 x 24,6 kg/m           | EN 10025 S355 JR |                       |
| 1    | 4   | CHANNEL 200 x 80 x 24,6 kg/m           | EN 10025 S355 JR |                       |
| ITEM | QTY | DESCRIPTION                            | MATERIAL         | COMMENTS              |

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|                                              |                 |           |            |
|----------------------------------------------|-----------------|-----------|------------|
| REVISIONS No.                                | DATE            | REVISIONS |            |
| DRAWING DESCRIPTION                          |                 |           |            |
| RICHARD'S BAY                                |                 |           |            |
| ITEM LIST OF STEP-OVER PLATFORM              |                 |           |            |
| REFERENCE DRAWING NUMBER                     |                 |           |            |
| ARRANGEMENT OF STEP-OVER PLATFORM 001-REV.01 |                 |           |            |
|                                              |                 |           |            |
| RESPONSIBLE PROFESSION                       |                 |           |            |
| DATE                                         | NAME            | SIGNATURE | SAP NUMBER |
| 2023/01/09                                   | M.E. NKOSU      |           | 0175341    |
|                                              |                 |           |            |
| SIZE                                         | DRAWING NUMBER  | SHT.      | REV.       |
| A3                                           | RCD-000-001-005 | 005       | 01         |