

**Transnet Port Terminal**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

**REQUEST FOR QUOTATION [RFQ] No iCLM PE 561/TPT**

**REQUEST FOR THE REFURBISHMENT OF 5 X RTG STEERING COLUMNS FOR TRANSNET SOC LTD (REG NO. 199000090030) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR NGQURA CONTAINER TERMINAL AS A ONCE OFF.**

**ISSUE DATE: 18 NOVEMBER 2022**

**COMPULSORY SITE MEETING: 28 NOVEMBER 2022**

**CLOSING DATE: 08 DECEMBER 2022**

**CLOSING TIME: 12:00**

**Note to the bidders:**

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

**PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS RFP:**

**RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL OF 1 - 4**

**SECTION 1: SBD1 FORM****PART A****INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINAL, A DIVISION TRANSNET SOC LTD**

|             |                                                                                                                                                                                                                                |             |                         |               |                         |               |              |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------------|---------------|-------------------------|---------------|--------------|
| BID NUMBER: | <b>iCLM 561/ TPT</b>                                                                                                                                                                                                           | ISSUE DATE: | <b>18 NOVEMBER 2022</b> | CLOSING DATE: | <b>08 DECEMBER 2022</b> | CLOSING TIME: | <b>12:00</b> |
| DESCRIPTION | <b>REQUEST FOR THE REFURBISHMENT OF 5 X RTG STEERING COLUMNS FOR TRANSNET SOC LTD (REG NO. 199000090030) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR NGQURA CONTAINER TERMINAL AS A ONCE OFF.</b> |             |                         |               |                         |               |              |

**BID RESPONSE DOCUMENTS SUBMISSION**

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

**RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.**

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- Click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO****TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

|                  |                                                                                      |                  |                                                                                      |
|------------------|--------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------|
| CONTACT PERSON   | <b>KHAYA-LANGA BONANI</b>                                                            | CONTACT PERSON   | <b>KHAYA-LANGA BONANI</b>                                                            |
| TELEPHONE NUMBER | <b>041-507 2061</b>                                                                  | TELEPHONE NUMBER | <b>041-507 2061</b>                                                                  |
| FACSIMILE NUMBER |                                                                                      | FACSIMILE NUMBER |                                                                                      |
| E-MAIL ADDRESS   | <a href="mailto:khaya-langa.bonani@transnet.net">khaya-langa.bonani@transnet.net</a> | E-MAIL ADDRESS   | <a href="mailto:khaya-langa.bonani@transnet.net">khaya-langa.bonani@transnet.net</a> |

**SUPPLIER INFORMATION**

|                         |      |  |        |
|-------------------------|------|--|--------|
| NAME OF BIDDER          |      |  |        |
| POSTAL ADDRESS          |      |  |        |
| STREET ADDRESS          |      |  |        |
| TELEPHONE NUMBER        | CODE |  | NUMBER |
| CELLPHONE NUMBER        |      |  |        |
| FACSIMILE NUMBER        | CODE |  | NUMBER |
| E-MAIL ADDRESS          |      |  |        |
| VAT REGISTRATION NUMBER |      |  |        |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                    |                                                                            |    |                                                                                                   |                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|----------------------------------------------------------------------------|----|---------------------------------------------------------------------------------------------------|-----------------------------------------------|
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | TAX COMPLIANCE SYSTEM PIN:                                                         |                                                                            | OR | CENTRAL SUPPLIER DATABASE                                                                         | UNIQUE REGISTRATION REFERENCE NUMBER:<br>MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No   | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                        |    | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                 |                                               |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                    |                                                                            |    |                                                                                                   |                                               |
| 2 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | 3 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |    | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER QUESTIONNAIRE BELOW ] |                                               |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                    |                                                                            |    |                                                                                                   |                                               |
| <p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b></p> |                                                                                    |                                                                            |    |                                                                                                   |                                               |

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

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

## SECTION 2: NOTICE TO BIDDERS

---

### 1 Responses to RFQ

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

### 2 Formal Briefing

A compulsory pre-proposal site meeting and RFQ briefing will be conducted at **1st FLOOR BOARDROOM, ADMINISTRATION BUILDING, TRANSNET PORT TERMINAL, NGQURA CONTAINER TERMINAL, NEPTUNE ROAD, PORT OF NGQURA, COEGA TPT (GPS Coordinates: PS 33°48'22.272" S, 25°40'46.689" E)** on the **28 November 2022** at **10:00** for a period of  $\pm$  2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

2.1 A Certificate of Attendance in the form set out in Section 8 hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFQ briefing.

2.2 Respondents failing to attend the compulsory site meeting and/or RFQ briefing will be disqualified.

2.3 Since there will be a site inspection after the meeting, respondents must wear PPE (i.e. safety shoes, high visibility vests and hard hats)

2.4 For us to be able to arrange the suitable venue, respondents are required to send an email confirming their attendance at least 48 hours before the scheduled meeting date and time to [khaya-langa.bonanii@transnet.net](mailto:khaya-langa.bonanii@transnet.net).

### 3 PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA

#### 3.1 Minimum B-BBEE level

Transnet has set a minimum B-BBEE threshold for participation in this RFQ process. The minimum B-BBEE threshold in this instance is a B-BBEE Level 1- 4. Respondents who do not have at least this B-BBEE status or higher will be disqualified.

### 4 Communication

4.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [**Khaya-Langa Bonani**] before **12:00 on 06 December 2022**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

4.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

4.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

4.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the name of delegated individual on any matter relating to its RFQ response:

Telephone **041 507 8065**

Email: [Khaya-Langa.Bonani@transnet.net](mailto:Khaya-Langa.Bonani@transnet.net)

### 5 Legal Compliance

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

## **6 Employment Equity Act**

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

## **7 Changes to Quotations**

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

## **8 Binding Offer**

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

## **9 Disclaimers**

9.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

**10 Specification/Scope of Work****REFER TO ANNEXURE A****11 Legal review**

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

**12 Security clearance**

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

**13 National Treasury's Central Supplier Database**

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

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

**14 Tax Compliance**

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

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

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

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

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to  
TIP-OFFS ANONYMOUS:**



**Ethics Helpdesk** (Pty) LTD.  
Ethics Management System™

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



**AI Voice Bot "Jack"**  
Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.



**What's App**  
Speak to an Agent via What's App.



**Speak to an Agent**  
Speak to an Agent via the platform with no call or data charge



**Telegram**  
Speak to an Agent via Telegram



**0800 003 056**



**086 551 4153**



**reportit@ethicshelpdesk.com**



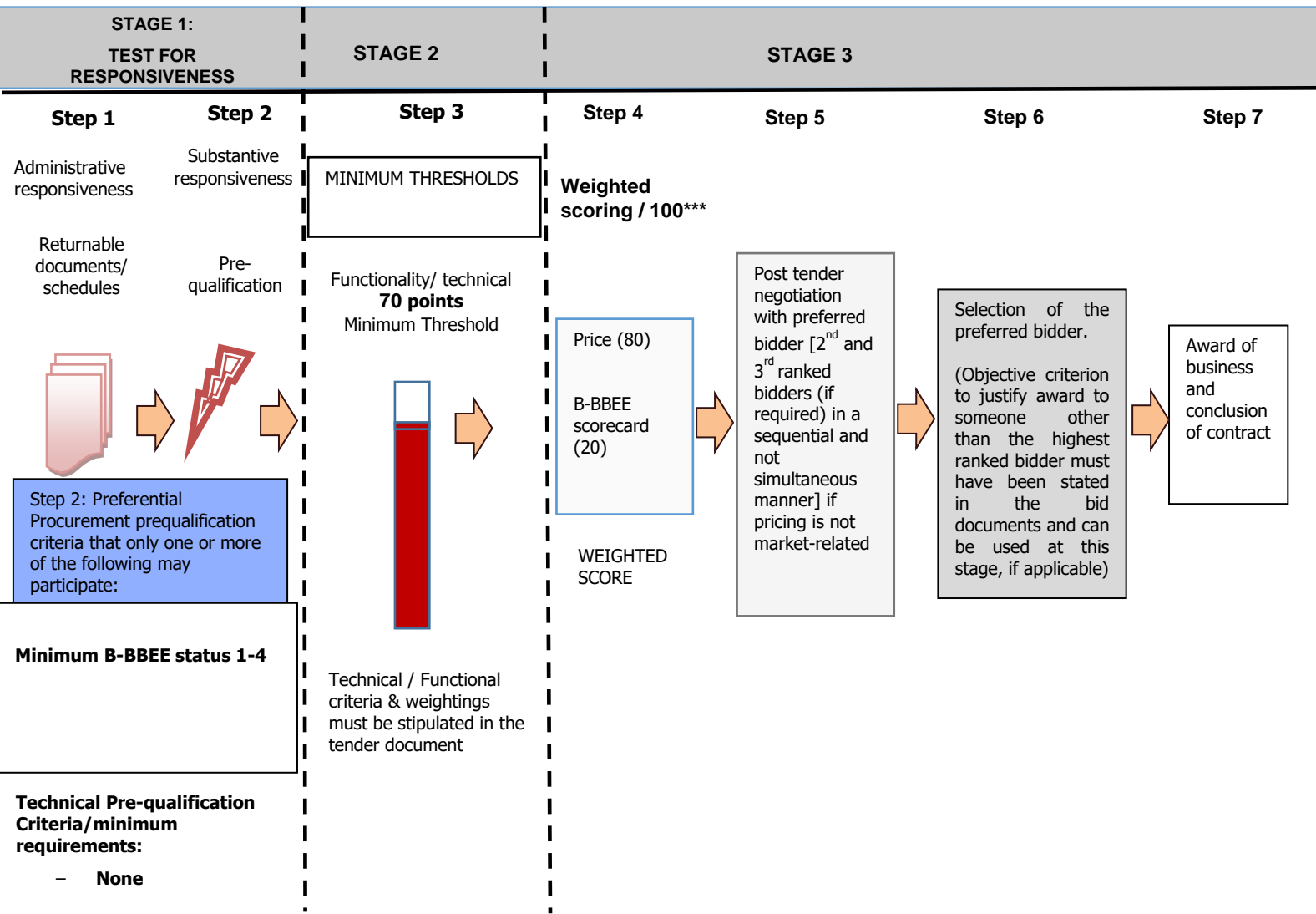
**\*120\*0785980808#**

## SECTION 3

### EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

#### 1 Evaluation Criteria

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



#### 1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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



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

## 1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

| Check for substantive responsiveness                                                                                                                                               | RFQ Reference                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria (excluding preferential procurement) set by Transnet, have been met</li> </ul>   | <i>All sections</i>               |
| <ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>                                                                                          | <i>Section 4 - Quotation Form</i> |
| <ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>                                                    | <i>All Sections</i>               |
| <ul style="list-style-type: none"> <li>Whether any set prequalification criteria for preferential procurement have been met:<br/>Minimum B-BBEE threshold is level 1-4.</li> </ul> | <i>Section 2 - Paragraph 3</i>    |

## 1.3 STEP THREE: Minimum Threshold 70% points for Technical Criteria

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

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

| Technical Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                     | Points Weightings | Scoring guideline                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Provide a project plan with time lines for the repairs of each RTG steering columns, including the overall project time frame. The project plan should also include:</p> <ul style="list-style-type: none"> <li>-Removal of existing drive and non-drive shafts</li> <li>- Installation of new drive and non-drive shafts.</li> <li>-Commissioning of all shafts</li> <li>- Handover of the machine</li> </ul> | 60                | <p>Detailed Project plan with accurate time lines and milestones = 60</p> <p>Project plan incomplete = 30</p> <p>No project plan submitted = 0</p> |
| <p>Number of years' experience from company with RTG steering column repairs. (Reference Letters from the company where the service was rendered, the reference letters must state the number of years in which the services was rendered).</p>                                                                                                                                                                   | 20                | <p>≥3 years = 20</p> <p>1- 2 years = 15</p> <p>Less than 1 year = 0</p>                                                                            |

| Technical Evaluation Criteria                                                                                                                                                                                                                                      | Points Weightings | Scoring guideline                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------------------------------------|
| The responded to provide three contactable references CV of Millwright or Fitter that will be conducting the repairs with 2 years' experience, with working on RTG steering columns. (Bidders must attach CV's and proof of certificates of Millwright or Fitter). | 20                | $\geq 2$ years = 20<br>1- 2 years = 15<br>Less than 1 year = 0 |
| <b>Total Weighting:</b>                                                                                                                                                                                                                                            | <b>100</b>        |                                                                |
| <b>Minimum qualifying score required:</b>                                                                                                                                                                                                                          | 70%               |                                                                |

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

#### 1.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80 points]:

| Evaluation Criteria                                                | RFP Reference    |
|--------------------------------------------------------------------|------------------|
| <ul style="list-style-type: none"> <li>Commercial offer</li> </ul> | <i>Section 4</i> |

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

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

Where:

- $Ps$  = Score for the Bid under consideration  
 $Pt$  = Price of Bid under consideration  
 $Pmin$  = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

#### 1.5 STEP FIVE: Post Tender Negotiations (if applicable)

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

- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

#### **1.6 STEP SIX: Objective Criteria (if applicable)**

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

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

#### **1.7 STEP SEVEN: Award of business and conclusion of contract**

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

### **2 Validity Period**

Transnet requires a validity period of 180 [Hundred and Eighty] Business Days from the closing date of this RFQ, excluding the first day and including the last day.

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

### **3 Disclosure of contract information**

#### **Prices Quoted**

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016

#### **Johannesburg Stock Exchange Debt Listing Requirements**

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

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

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

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

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

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

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

## 4 Returnable Documents

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

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

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

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

**a) Mandatory Returnable Documents**

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

| <b>Mandatory Returnable Documents</b>                                                                                                                                            | <b>Submitted [Yes or No]</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| SECTION 1: SBD1 Form                                                                                                                                                             |                              |
| SECTION 4 : Quotation Form                                                                                                                                                       |                              |
| SECTION 7: Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ.<br>- Service Provider to provide Sworn Affidavit/BBBEE certificate |                              |

**b) Returnable Documents Used for Scoring**

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

| <b>RETURNABLE DOCUMENTS USED FOR SCORING</b>                                                                                                                                                                                                                                                                                                                                                                                                     | <b>SUBMITTED [Yes or No]</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Provide a project plan with timelines for repairs for repairs of each RTG steering column, including the overall project time frame. The project plan should also include:<br><ul style="list-style-type: none"> <li>-Removal of existing drive and non-drive shafts</li> <li>- Installation of new drive and non-drive shafts.</li> <li>-Commissioning of all shafts</li> <li>- Handover of the machine</li> </ul> <b>RETURNABLE DOCUMENT A</b> |                              |
| Number of years' experience from company dealing with RTG steering column repairs. (Reference Letters from the company where the service was rendered, the reference letters must state the number of years in which the services was rendered).<br><b>RETURNABLE DOCUMENT B</b>                                                                                                                                                                 |                              |

The responded to provide three contactable references CV of Millwright or Fitter that will be conducting the repairs with 2 years' experience, with working on RTG steering columns.  
(Bidders must attach CV's and proof of certificates of Millwright or Fitter).  
RETURNABLE DOCUMENT C

**c) Essential Returnable Documents:**

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

| ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES                                                                                                                      | SUBMITTED<br>[Yes or No] |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement           |                          |
| SECTION 3: Evaluation Methodology, Criteria And Returnable Documents                                                                                            |                          |
| SECTION 5: Certificate of Acquaintance with RFQ Documents                                                                                                       |                          |
| SECTION 6: RFQ Declaration and Breach of Law Form                                                                                                               |                          |
| SECTION 7: B-BBEE Preference Claim Form                                                                                                                         |                          |
| Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFP (Valid B-BBEE certificate or Sworn Affidavit)                 |                          |
| SECTION 8 : Certificate of attendance of compulsory Site Meeting / RFQ Briefing                                                                                 |                          |
| SECTION 9: Protection of Personal Information                                                                                                                   |                          |
| Proof of Registration with the Central Supplier Database (CSD)                                                                                                  |                          |
| Certified copies of Shareholder/s and/or Director/s Identity Documents                                                                                          |                          |
| Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system                                                  |                          |
| Duration for completion of one (1) RTG Steering Column: Bidders must attach proof of number of days that they will take to complete one (1) RTG Steering Column |                          |
| The responded must provide a proof of 12 months warranty period                                                                                                 |                          |

**5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

## SECTION 4 QUOTATION FORM

I/We \_\_\_\_\_

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

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

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

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

### Price Schedule

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

| <b>REQUEST FOR THE REFURBISHMENT OF 5 X RTG STEERING COLUMNS FOR TRANSNET SOC LTD (REG NO. 199000090030) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR NGQURA CONTAINER TERMINAL AS A ONCE OFF.</b> |                                                            |                        |                     |                       |                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|------------------------|---------------------|-----------------------|-------------------------|
| <b>No.</b>                                                                                                                                                                                                                     | <b>Description</b>                                         | <b>Unit of measure</b> | <b>Quantity (A)</b> | <b>Unit Price (B)</b> | <b>Total Cost (A*B)</b> |
| 1                                                                                                                                                                                                                              | RTG Steering column refurbishment - as per scope of works. | ea                     | 5                   |                       |                         |
| <b>Total exclusive of VAT</b>                                                                                                                                                                                                  |                                                            |                        |                     |                       |                         |
| <b>VAT @ 15%</b>                                                                                                                                                                                                               |                                                            |                        |                     |                       |                         |
| <b>Total inclusive of VAT</b>                                                                                                                                                                                                  |                                                            |                        |                     |                       |                         |

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**Notes to Pricing:**

- a) To facilitate like-for-like comparison bidders must submit pricing in accordance with this price schedule and not utilise a different format.
- b) Deviation from this pricing schedule could result in a bid being disqualified.
- c) Pricing should be fixed for the duration of the bid, should include all costs and those that have foreign exchange content.
- d) All costs associated with delivering this project must be included in the pricing above. Additional costs will not be considered after the bid process is concluded.

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



**SECTION 5**  
**CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

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

|                                                                                      |
|--------------------------------------------------------------------------------------|
| 1. Transnet's General Bid Conditions                                                 |
| 2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet |
| 3. Transnet's Supplier Integrity Pact                                                |
| 4. Non-disclosure Agreement                                                          |

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## SECTION 6

### RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: \_\_\_\_\_

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

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

#### **BIDDER'S DISCLOSURE (SBD4)**

#### **12 PURPOSE OF THE FORM**

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

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

#### **13 Bidder's declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

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

<sup>1</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.

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

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

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
 .....

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
 .....

#### 14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

<sup>2</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.

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

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

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

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

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

#### **BREACH OF LAW**

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

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

NATURE OF BREACH:

DATE OF BREACH: \_\_\_\_\_

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

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

|                                   |                                          |
|-----------------------------------|------------------------------------------|
| For and on behalf of<br><br>_____ | AS WITNESS:                              |
| duly authorised hereto            |                                          |
| Name:                             | Name:                                    |
| Position:                         | Position:                                |
| Signature:                        | Signature:                               |
| Date:                             | Registration No of Company/CC<br>_____   |
| Place:                            | Registration Name of Company/CC<br>_____ |

## SECTION 7

### B-BBEE 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).

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

#### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 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 Either the 80/20 preference point system will be applicable to this tender.

1.4 Preference points for this bid shall be awarded for:

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

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

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

1.6 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.

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

#### 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic

Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
  - 1) B-BBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

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

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



|                           |   |
|---------------------------|---|
| 7                         | 4 |
| 8                         | 2 |
| Non-compliant contributor | 0 |

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

| Enterprise       | B-BBEE Certificate & Sworn Affidavit                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Large            | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| QSE              | Certificate issued by SANAS accredited verification agency<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)<br>[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> .] |
| EME <sup>3</sup> | 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

6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

<sup>3</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.

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

### 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

**SECTION 8**  
**CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING**

It is hereby certified that –

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

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

Representative(s) of \_\_\_\_\_ *[name of entity]*  
attended the RFQ briefing in respect of the proposed Goods/Services to be rendered in terms of this RFQ on  
\_\_\_\_\_20\_\_\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**NOTE:**

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

## SECTION 9

### PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be

shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

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

**Respondents are required to provide consent below:**

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

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

Signature of Respondent's authorised representative: \_\_\_\_\_

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| <b>iCLM No. 561/TPT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Project Plan</b> | <b>Returnable A</b> |
| <p>Service Provider to submit a project plan and to be attached to the returnable document having the following requirements:</p> <p>The expected lead time/time frame from start to finish is 2-3-weeks. The bidder is expected to provide a project plan with timelines for the refurbishment of each RTG steering columns, including the overall project time frame. The project plan should also include:</p> <ul style="list-style-type: none"> <li>-Removal of existing drive and non-drive shafts in all four corners</li> <li>- Installation of new drive and non-drive shafts in all four corners.</li> <li>-Commissioning of refurbished steering columns in all four corners</li> <li>- Handover of the machine (Bidders must complete returnable schedule A of the RFQ)</li> </ul> |                     |                     |

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Bidder\_\_\_\_\_

## iCLM PE 561/TPT

### Returnable Schedule B

#### PREVIOUS EXPERIENCES WITH REPAIRS TO RTG STEERING COLUMNS

The bidder shall be required to have a proven track record on the RTG steering column refurbishment. This track record will be proven by supplying 3 (Three) letters of recommendation from previous or current clients where the service was rendered. The recommendation letters must be on the company's letter head, should be signed, must have a contactable person's name with his/her contact number and must state the period in which the service was rendered. Bidders must complete returnable schedule B of the RFQ.

| #  | Name of Previous/Current Customer | Contact Details<br>(Name and Contact Number) | Recommendation on letter attached?<br>(Tick box if Yes) |
|----|-----------------------------------|----------------------------------------------|---------------------------------------------------------|
| 1  |                                   |                                              |                                                         |
| 2  |                                   |                                              |                                                         |
| 3  |                                   |                                              |                                                         |
| 4  |                                   |                                              |                                                         |
| 5  |                                   |                                              |                                                         |
| 6  |                                   |                                              |                                                         |
| 7  |                                   |                                              |                                                         |
| 8  |                                   |                                              |                                                         |
| 9  |                                   |                                              |                                                         |
| 10 |                                   |                                              |                                                         |

Signed

Date

Name

Position

Bidder \_\_\_\_\_



## iCLM PE 561/TPT

### Returnable Schedule C

### Track Record

The responded CV and the certificate of Millwright or Fitter that will be conducting the repairs. TPT requires 2 years of experience working on RTG steering columns of similar environment. Bidders must complete returnable schedules C of the RFQ.

| #  | Name of a Millwright or Fitter | Qualification | Certificates attached? (Tick box if Yes) |
|----|--------------------------------|---------------|------------------------------------------|
| 1  |                                |               |                                          |
| 2  |                                |               |                                          |
| 3  |                                |               |                                          |
| 4  |                                |               |                                          |
| 5  |                                |               |                                          |
| 6  |                                |               |                                          |
| 7  |                                |               |                                          |
| 8  |                                |               |                                          |
| 9  |                                |               |                                          |
| 10 |                                |               |                                          |

Signed

\_\_\_\_\_

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Position

\_\_\_\_\_

Bidder

\_\_\_\_\_

iCLM PE 561/TPT

Warrantees

Essential Returnable D

Note to Bidders:

A minimum warranty of 12 months shall apply as a guarantee to the quality of work done. Bidders must complete returnable schedules D of the RFQ.

. Complete essential returnable schedule D and attach a letter confirming guarantee on a company letterhead.

|                                                                              |  |
|------------------------------------------------------------------------------|--|
| Guarantee Offered (duration in months after refurbishment and commissioning) |  |
| Other Value Adding Services / Support Offered                                |  |

Signed

Name

Date

Position

Bidder

# **ANNEXURE A**

## **Scope of Work**

**PROVISION OF FIVE (5) RUBBER TYRED GANTRY (RTG) STEERING COLUMNS  
REFURBISHMENT AT NGQURA CONTAINER TERMINAL (NCT) AS ONCE OFF.**

## 1. PURPOSE

The purpose of this SOW is to give clear instructions for the refurbishment of the steering columns on the Kalmar Rubber Tyred Gantry (RTG) Crane. This SOW is for 5 RTGs. The units are equipped with 4 corners that have a drive end and a non-drive end on each corner, figure 1.

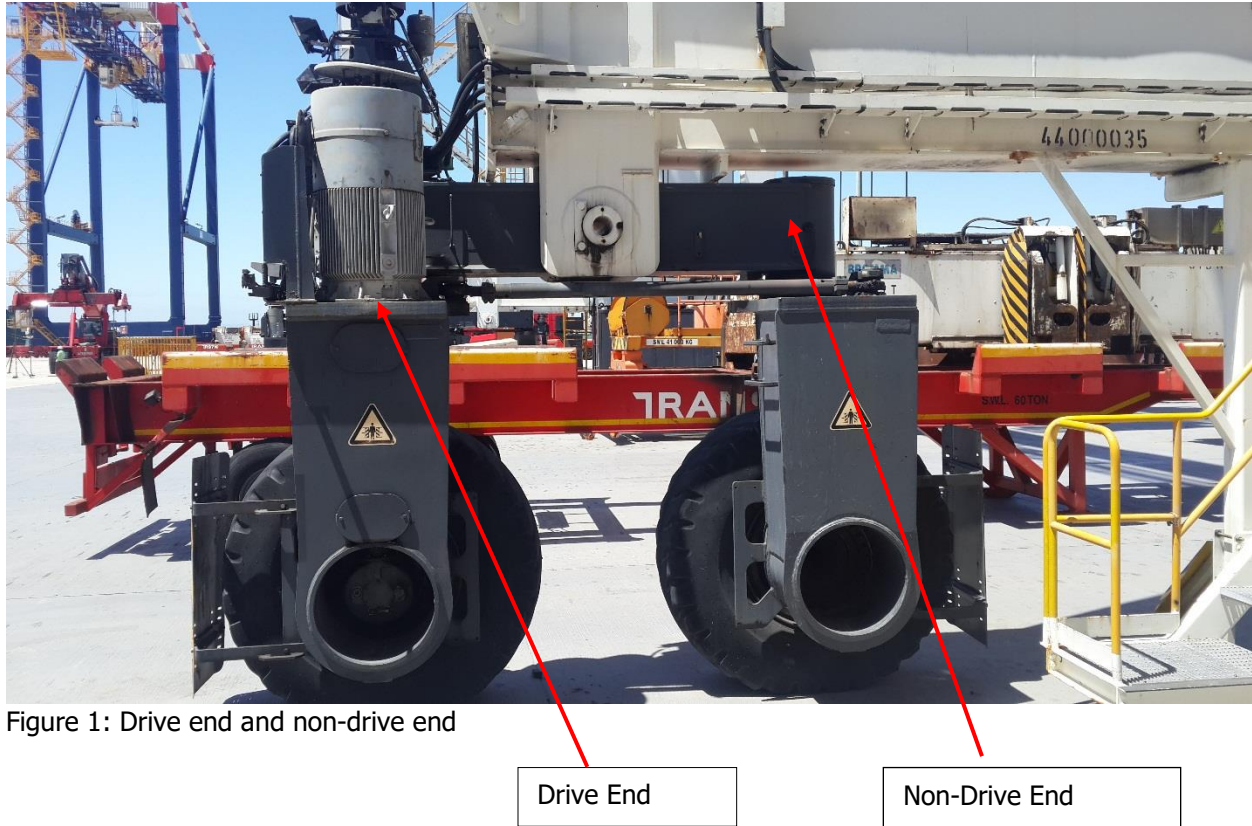


Figure 1: Drive end and non-drive end

## 2. DETAILED SCOPE OF WORK

The bogie must first be lifted by using jacks and then be supported by using a support beam as shown in Figure 2 below. Only one corner must be supported by a support beam for refurbishment at a time, for safety. Transnet personnel will lift each corner and position the support beam. The wheels will be removed by Transnet personnel. It is recommended that a contractor must work on one drive end (one column) at a time on each corner. The contractor must use its own jacks to support the bogies when wheels have been removed. The tie rod must be removed from drive end before disassembling.



Figure 2: Bogie support

The refurbishment will be done onsite. Thrust bearing must be replaced and greased on both the drive end and none-drive end of each corner. Seals and bushes must also be replaced on both the drive end and none-drive end of each corner. After assembly the unit must be greased completely.

The stripping, replacement of parts and reassembling process is explained below.

## **2.1 Drive End disassembling**

Figure 2 shows the general view of the drive end assembly. Disassembling procedure is explained below. The motor shown in figure 3 below must be removed from planetary gear shown figure 4 below. The energy chain (figure 3) must be moved out of the way for ease of access.



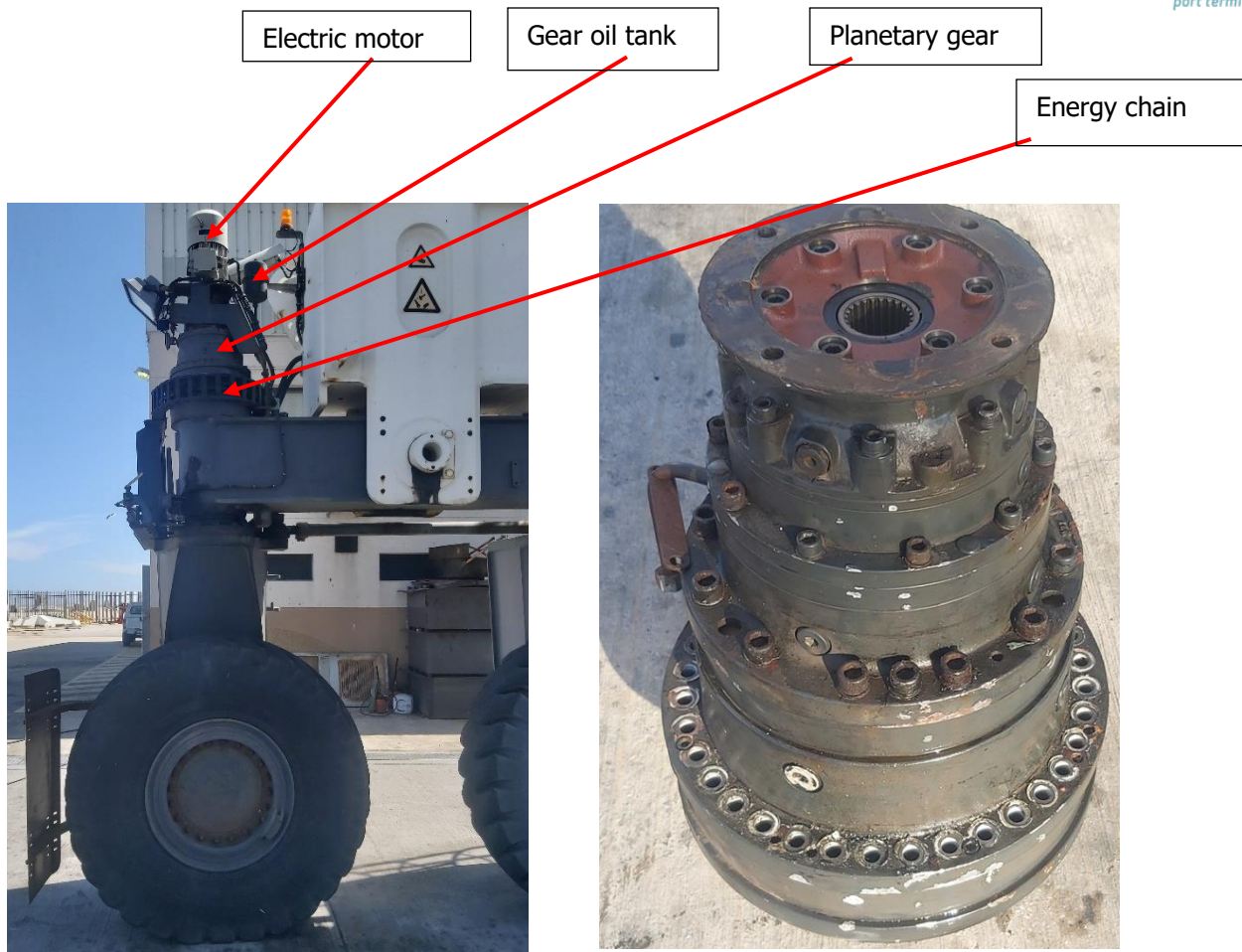


Figure 3: Drive End

Figure 4: Planetary gear

The planetary gear must then be removed from the bogie as shown in figure 5 below



Figure 5: Planetary gear (gear box) removal

Remove shaft (sun gear) and plate bolted onto drive shaft in figure 6 below

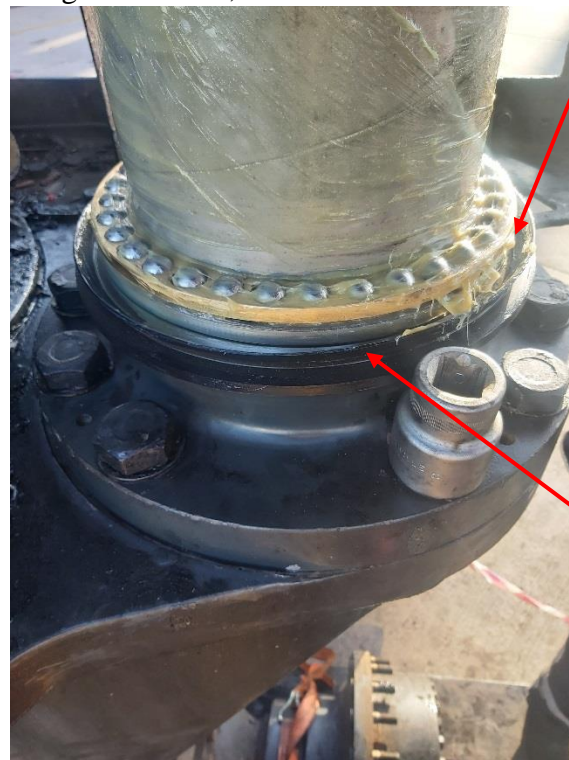


Figure 6: gear-shaft and plate assembly

The drive shaft must then be removed as shown in figure 7 below,



Figure 7: Drive shaft removal



Thrust bearing

Seal

Drive shaft



The drive shaft (figure 7&8) will be inspected by Transnet personnel, to check if the splines have sheared off and the internal shaft has moved from its original position. A determination will be made whether to change the shaft or not.



Figure 8: drive end shaft

## 2.2 Drive End assembling

Reassemble by following the exact same process done when disassembling.

Thrust bearing must be changed or replaced and repacked with grease as shown in figure 7 above.

Replace seal shown in figure 7 above

Replace two bushes (top and bottom) as shown in figure 9 below.



Figure 9: bushes



Two bushes, top and bottom

The bolts (M30) for the shaft shown in figure 7 above must be tightened with a Torque of 2080Nm (2.080kNm)

Both the Planetary gear and sun gear (driver and driven) must be cleaned, treated for corrosion and sprayed to protect it against corrosion shown in figure 10 below.



Figure 10: Sun and planetary gears

The gear oil tank shown in figure 3 above must be replaced.

### **2.3 Non-Drive End**

Figure 1 above shows the general view of the non-drive side assembly. The non-drive shaft which forms part of non-drive assembly is shown in if figure 11 below. The complete assembly of non-drive end must be disassembled. The non-drive shaft (figure 11) will be inspected by Transnet personnel to check if any repairs need to be done. A determination will be made whether to change the shaft or not.

#### ***The following components must be replaced:***

Trust bearing must be replaced and repacked with grease as shown in figure 7 above.

Replace 2 seals (top and bottom)

Replace two bushes (top and bottom) as shown in figure 9 above.

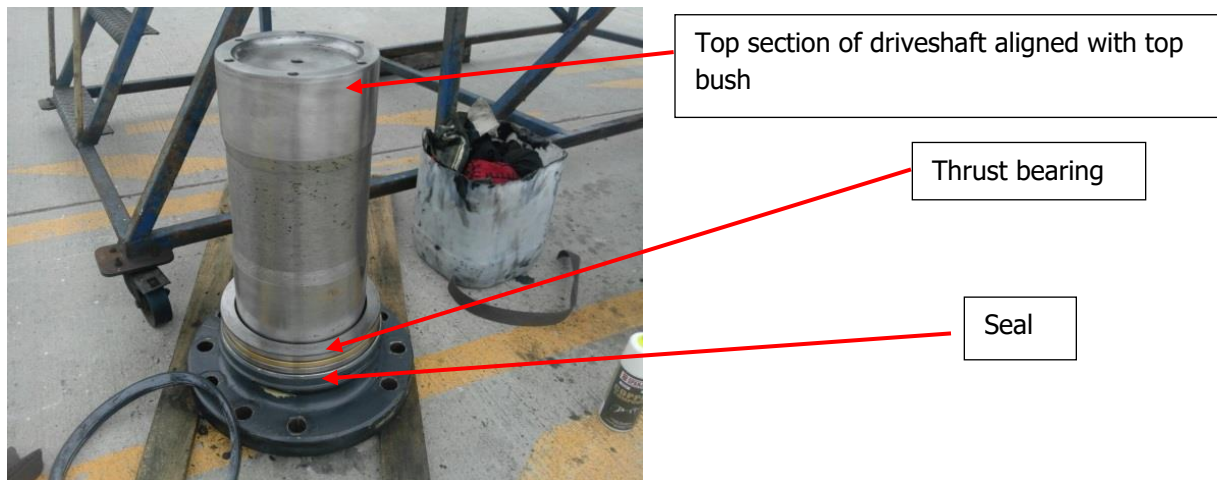


Figure 11: Non-Drive End

After assembling the unit must be greased completely.

#### 4. REQUIREMENTS

Engineering company must be familiar with port equipment such as Rubber Tyred Gantry (RTG). The company must be familiar with mechanical components such as Drive shaft, gearbox, planetary gear, Sun gear or pinion and Torque wrench Multiplier.

A maximum of 3 reference letters for company experience in similar work must be submitted as proof.

##### ***Transnet will supply the following***

- Support beam
- Thrust bearing
- Bushes
- Seals
- Gear oil tank
- Gear oil
- Grease

##### ***Contractor must bring the following***

- Forklift
- Jacks
- Spanners and Torque wrench with torque convertor
- All the Tools deem necessary to perform the job

- Rags
- Cleaning equipment and chemicals to clean when the job is done.

No tools (Transnet property) will be given to the contractor at any given time!!!

## **5 PROJECT PLAN & TIME FRAMES**

5.1 The expected lead time/time frame from start to finish is 2-3-weeks. The bidder is expected to provide a project plan with timelines for the repairs of each RTG steering columns, including the overall project time frame. The project plan should also include:

- Removal of existing drive and non-drive shafts in all four corners
- Installation of new drive and non-drive shafts in all four corners.
- Commissioning of refurbished steering columns in all four corners
- Handover of the machine (Bidders must complete returnable schedule A of the RFQ)

## **6 PREVIOUS EXPERIENCES WITH REPAIRS TO RTG STEERING COLUMNS.**

The bidder shall be required to have a proven track record on the RTG steering column repairs. This track record will be proven by supplying 3 (Three) letters of recommendation from previous or current clients where the service was rendered. The recommendation letters must be on the company's letter head, should be signed, must have a contactable person's name with his/her contact number and must state the period in which the service was rendered. Bidders must complete returnable schedules B of the RFQ. TPT requires 3 (Three) years' experience.

## **7. PROJECT TEAM QUALIFICATIONS**

The responded CV and the certificate of Millwright or Fitter that will be conducting the repairs. TPT requires 2 years of experience working on RTG steering columns of similar environment. Bidders must complete returnable schedules D of the RFQ.

## **8. WARRANTY**


A minimum warranty of 12 months shall apply as a guarantee to the quality of work done.

**Compiled by:** Mbongeni Mcetywa  
Engineering Technician  
Ngqura Container Terminal, Transnet Port Terminals

  
\_\_\_\_\_  
Signature


14-11-2022  
Date

**Recommended by:** Brett Killian  
Technical Manager  
Ngqura Container Terminal, Transnet Port Terminals

  
\_\_\_\_\_  
Signature

16/11/2022  
Date

**Approved by:** Adriaan Stadler  
Engineering Manager  
Ngqura Container Terminal, Transnet Port Terminals

  
\_\_\_\_\_  
Signature

16.11.2022  
Date

# **ANNEXURE B**

## **General Bid Conditions**

## **GENERAL BID CONDITIONS**

**[June 2022]**

## TABLE OF CONTENTS

|    |                                                               |    |
|----|---------------------------------------------------------------|----|
| 1  | DEFINITIONS .....                                             | 3  |
| 2  | GENERAL .....                                                 | 3  |
| 3  | SUBMITTING OF BID DOCUMENTS.....                              | 3  |
| 4  | USE OF BID FORMS .....                                        | 3  |
| 5  | BID FEES .....                                                | 4  |
| 6  | VALIDITY PERIOD.....                                          | 4  |
| 7  | SITE VISITS / BRIEFING SESSIONS .....                         | 4  |
| 8  | CLARIFICATION BEFORE THE CLOSING DATE .....                   | 4  |
| 9  | COMMUNICATION AFTER THE CLOSING DATE .....                    | 4  |
| 10 | UNAUTHORISED COMMUNICATION ABOUT BIDS.....                    | 4  |
| 11 | RETURNABLE DOCUMENTS .....                                    | 4  |
| 12 | DEFAULTS BY RESPONDENTS .....                                 | 4  |
| 13 | CURRENCY .....                                                | 5  |
| 14 | PRICES SUBJECT TO CONFIRMATION .....                          | 5  |
| 15 | ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES .....        | 5  |
| 16 | EXCHANGE AND REMITTANCE.....                                  | 5  |
| 17 | ACCEPTANCE OF BID.....                                        | 6  |
| 18 | NOTICE TO UNSUCCESSFUL RESPONDENTS.....                       | 6  |
| 19 | TERMS AND CONDITIONS OF CONTRACT .....                        | 6  |
| 20 | CONTRACT DOCUMENTS .....                                      | 6  |
| 21 | LAW GOVERNING CONTRACT.....                                   | 6  |
| 22 | IDENTIFICATION .....                                          | 7  |
| 23 | RESPONDENT'S SAMPLES .....                                    | 7  |
| 24 | SECURITIES.....                                               | 7  |
| 25 | PRICE AND DELIVERY BASIS FOR GOODS .....                      | 7  |
| 26 | EXPORT LICENCE .....                                          | 8  |
| 27 | QUALITY OF MATERIAL .....                                     | 8  |
| 28 | DELETION OF ITEMS EXCLUDED FROM BID .....                     | 8  |
| 29 | VALUE-ADDED TAX .....                                         | 8  |
| 30 | IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT .....       | 8  |
| 31 | CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS .....           | 9  |
| 32 | PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS ..... | 10 |
| 33 | BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS.....              | 10 |
| 34 | DATABASE OF RESTRICTED SUPPLIERS .....                        | 11 |
| 35 | CONFLICT WITH ISSUED RFX DOCUMENT .....                       | 11 |



## 1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

## 3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net).

## 4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

## **5 BID FEES**

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) and may also be downloaded from the Transnet website at [www.transnet.net](http://www.transnet.net) free of charge.

## **6 VALIDITY PERIOD**

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## **7 SITE VISITS / BRIEFING SESSIONS**

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFQ Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFQ Document in the stipulated manner.

## **9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFQ Document.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Respondents may at any time communicate with the contact person listed in the RFQ Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

## **11 RETURNABLE DOCUMENTS**

All returnable documents listed in the RFQ Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

## **12 DEFAULTS BY RESPONDENTS**

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

### **13 CURRENCY**

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFQ.

### **14 PRICES SUBJECT TO CONFIRMATION**

Prices which are quoted subject to confirmation will not be considered.

### **15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

### **16 EXCHANGE AND REMITTANCE**

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

## **17 ACCEPTANCE OF BID**

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

## **18 NOTICE TO UNSUCCESSFUL RESPONDENTS**

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

## **19 TERMS AND CONDITIONS OF CONTRACT**

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

## **20 CONTRACT DOCUMENTS**

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

## **21 LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

## **22 IDENTIFICATION**

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## **23 RESPONDENT'S SAMPLES**

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

## **24 SECURITIES**

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

## **25 PRICE AND DELIVERY BASIS FOR GOODS**

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or

points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

## **26 EXPORT LICENCE**

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

## **27 QUALITY OF MATERIAL**

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

## **28 DELETION OF ITEMS EXCLUDED FROM BID**

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

## **29 VALUE-ADDED TAX**

29.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

29.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

## **30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

30.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [**Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

#### 30.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

### 31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

#### 31.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

#### 31.2 Delivery Period

##### a) Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

##### b) Progress Reports

The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.

##### c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period,

Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

### **32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS**

#### **32.1 Copyright**

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

#### **32.2 Drawings and specifications**

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

#### **32.3 Respondent's drawings**

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

#### **32.4 Foreign specifications**

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

### **33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

33.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

33.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

33.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.



- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
  - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
  - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 33.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

#### **34 DATABASE OF RESTRICTED SUPPLIERS**

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

#### **35 CONFLICT WITH ISSUED RFX DOCUMENT**

- 35.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

**ooo000ooo**

# **ANNEXURE C**

## **Technical Evaluation Criteria**


**TECHNICAL EVALUATION: X 5 RTG STEERING COLUMN REFURBISHMENT.**

| Technical Evaluation |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |                     |                                                                                             |                                                                                               |                                                                                                   |                                                                                                                                                            |                                 |                                    |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------------|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------|
| Item No.             | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Weight | Returnable schedule |                                                                                             |                                                                                               |                                                                                                   |                                                                                                                                                            |                                 | Methodology for awarding of points |
| 1                    | Lead time to refurbish steering columns and to work according to the project plan with time lines                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |                     |                                                                                             |                                                                                               |                                                                                                   |                                                                                                                                                            | Evidence                        |                                    |
| 1,1                  | Provide a project plan with time lines for the repairs of each RTG steering columns, including the overall project time frame. The project plan should also include:<br>-Removal of existing drive and non-drive shafts in all four corners<br>- Installation of new drive and non-drive shafts in all four corners.<br>-Commissioning of refurbished steering columns in all four corners<br>- Handover of the machine                                                                                                                                                            | 40     | A                   | Project plan covering all four project time frames = 40                                     | Project plan covering at least three project time frames = 30                                 | Project plan covering at least two project time frames = 20                                       | Project plan covering less than two project time frames = 0                                                                                                | Detailed Project Plan           |                                    |
| 2                    | Previous experience with repairs to RTG steering columns.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |                     |                                                                                             |                                                                                               |                                                                                                   |                                                                                                                                                            |                                 |                                    |
| 2.1                  | The bidder shall be required to have a proven track record on the RTG steering column refurbishment. This track record will be proven by supplying 3 (Three) letters of recommendation from previous or current clients who where the service was renderedt. The recommendation letters should be on the company's letter head, should be signed, should have a contactable person's name with his/her contact number and should the the period in which the services was rendered. Complete returnable schedule B and attached the reference letters to this returnable schedule. | 20     | B                   | ≥3 years of experience in the relevant field of RTG steering column repairs or similar = 20 | 1- 2 years of experience in the relevant field of RTG steering column repairs or similar = 15 | Less than 1 year of experience in the relevant field of RTG steering column repairs or similar =0 | Reference Letters from the company where the servicewas rendered. The reference letters must state the number of years in which the services was rendered. | Reference letters               |                                    |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 20     | B                   | Three or more recommendation letters submitted= 20                                          | one-two recommendation letters submitted= 20                                                  | one recommendation letter submitted= 10                                                           | No recommendation letter submitted =0                                                                                                                      | Recommendation letters          |                                    |
| 3                    | Project Team Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |                     |                                                                                             |                                                                                               |                                                                                                   |                                                                                                                                                            |                                 |                                    |
| 3,3                  | The responded CV and the certificate of Millwright or Fitter that will be conducting the repairs. TPT requires 2 years of experinece working on RTG steering columns of similar environment.                                                                                                                                                                                                                                                                                                                                                                                       | 20     | C                   | ≥2 years = 20                                                                               | 1 years = 15                                                                                  | Less than 1 year =0                                                                               |                                                                                                                                                            | CV's and proof o f certificates |                                    |
|                      | Sum Total of weight                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 100    |                     |                                                                                             |                                                                                               |                                                                                                   |                                                                                                                                                            |                                 |                                    |
|                      | Total scored                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |                     |                                                                                             |                                                                                               |                                                                                                   |                                                                                                                                                            |                                 |                                    |

Minimun Threshold = 70 points

Name: Mbongeni Mcetywa

Designation: Engineering Technician

Signature 

Date: 14-11-2022

Name: Brett Killian

Designation: Technical Manager

Signature 

Date: 16/11/2022

Name: Adriaan Stadler

Designation: Engineering Manager

Signature 

Date: 16.11.2022

# **ANNEXURE D**

## **Standard Terms and Conditions of Contract**



**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**between**

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

**And**

.....

Registration Number .....

**REQUEST FOR QUOTATION FOR THE STEERING COLUMN REFURBISHMENT, ON 5 X KALMAR RUBBER TYRED GANTRY (RTG) CRANES FOR TRANSNET SOC LTD (REG NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED AS "TPT") FOR NGQURA CONTAINER TERMINAL AS A ONCE OFF.**

**CONTRACT NUMBER**                      **iCLM PE 561 / TPT**

**DURATION**                                      **12 MONTHS**

**COMMENCEMENT DATE**                      .....

**EXPIRY DATE**                                      .....

**TABLE OF CONTENTS**

|    |                                                                          |    |
|----|--------------------------------------------------------------------------|----|
| 1  | SOLE AGREEMENT .....                                                     | 3  |
| 2  | CONFORMITY WITH ORDER .....                                              | 3  |
| 3  | DELIVERY AND TITLE .....                                                 | 3  |
| 4  | PRICE AND PAYMENT .....                                                  | 3  |
| 7  | PROPRIETARY RIGHTS LIABILITY .....                                       | 4  |
| 8  | PROPRIETARY INFORMATION.....                                             | 4  |
| 9  | PROTECTION OF PERSONAL INFORMATION .....                                 | 5  |
| 10 | PUBLICITY.....                                                           | 7  |
| 14 | TERMINATION OF ORDER.....                                                | 7  |
| 15 | ACCESS .....                                                             | 8  |
| 16 | WARRANTY .....                                                           | 8  |
| 17 | INSOLVENCY .....                                                         | 9  |
| 18 | SUBCONTRACTING.....                                                      | 9  |
| 19 | PAYMENT TO SUB-CONTRACTORS .....                                         | 9  |
| 20 | CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023..... | 10 |
| 21 | SUPPLIER INTEGRITY PACT .....                                            | 10 |
| 22 | DATABASE OF RESTRICTED SUPPLIERS.....                                    | 10 |
| 23 | NOTICES .....                                                            | 10 |
| 24 | LAW.....                                                                 | 11 |
| 25 | GENERAL.....                                                             | 11 |
| 26 | COUNTERPARTS .....                                                       | 11 |

## **Schedule 1 – SCHEDULE OF REQUIREMENTS**

### **1 SOLE AGREEMENT**

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures Services [**Services**] specified in the Order from the person to whom the Order is addressed [**Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

### **2 CONFORMITY WITH ORDER**

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

### **3 DELIVERY AND TITLE**

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier/Service Provider's obligations under the Order.
- 3.2 The Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the services do not conform to the Order, Transnet may reject the Services and the Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Services at the Service Provider's expense within the specified delivery times, without any liability due by Transnet.

### **4 PRICE AND PAYMENT**

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement,

unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

## **5 PROPRIETARY RIGHTS LIABILITY**

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods/Services; or
- b) modify or replace the Goods/services so that they become non-infringing,

provided that in both cases the Goods/services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/services after Supplier/Service Provider's prior written request to remove the same.

## **6 PROPRIETARY INFORMATION**

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.



## **7 PROTECTION OF PERSONAL INFORMATION**

- a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

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

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

- c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Supplier/Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

- d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:

- i. they process personal information only for the express purpose for which it was obtained;
- ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
- iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
- iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
- v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
- vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
- vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards

are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;

- viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 9.1. The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 9.2. Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall mutatis mutandis apply to all authorised third parties who process personal information.
- 9.3. The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
- 9.4. The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
- 9.5. The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 9.6. Personal Information security breach:
- a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the

extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.

- b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
- c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

## **8 PUBLICITY**

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

## **9 TERMINATION OF ORDER**

9.1 Notwithstanding the date of signature hereof, the commencement date of this Order is ..... and will expire on ..... , unless:

- this Order is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
- this Order is extended at Transnet's option for a further period to be agreed by the Parties; or
- the allocated maximum contract value is depleted before the contract expiry date.

9.2 Transnet may cancel this Order in whole or in part at any time upon at least 30 [thirty] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

9.3 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable

by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.

- 9.4 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 9.5 If the Goods/services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods/services or any damage caused due to the failure or delay in the delivery.
- 9.6 Both parties to this agreement reserve the right to terminate this agreement:
  - 13.6.1. If the other commits a material breach of this contracts and fails to remedy such breach within a stipulated time frame or within a reasonable time;
  - 13.6.2. There is non-performance from either of the parties; or
  - 13.6.3. If the other party is unable to perform its obligations under this agreement.

## **10 ACCESS**

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

## **11 WARRANTY**

The Supplier/Service Provider warrants that it is competent to supply the Goods/services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the Goods/services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

## **12 INSOLVENCY**

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

## **13 SUBCONTRACTING**

- 13.1 The Supplier/Service Provider may only enter into a subcontracting arrangement with the approval of Transnet. If the Supplier subcontracts a portion of the contract to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.
- 13.2 Should Transnet approve the Supplier's/Service Provider's subcontracting arrangement, the Supplier/Service Provider and not the sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 13.3 The Supplier/Service Provider may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 13.4 The Supplier/Service Provider may not subcontract 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 of contributor than the Supplier, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

## **14 PAYMENT TO SUB-CONTRACTORS**

- 14.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Supplier/Service Provider, subject to the following conditions:
  - a) Receipt of an undisputed invoice from the sub-contractor; and
  - b) Receipt of written confirmation from the Supplier/Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Supplier/Service Provider, against the required standards.
- 14.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Supplier/Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.
- 14.3 The Supplier/Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.

- 14.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Supplier/Service Provider, whatsoever.

## **15 CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023**

- 15.1 The Supplier/Service Provider is not allowed to cede its rights for payment in terms of this Agreement without prior written approval from Transnet. Cession shall only be applicable as follows:
- a) Cession must only be applicable to the transfer of right to payment for goods/services delivered/rendered by a Supplier/Service Provider to an FSP or State Institutions;
  - b) The written request for cession must be by the Supplier/Service Provider and not a third party; and
  - c) The written request by the Supplier/Service Provider must be accompanied by the cession agreement.
- 15.2 The Supplier/Service Provider is prohibited from transferring its rights and obligations to perform under this contract. Assignments are against the principles of section 217 of the Constitution mainly, fairness, transparency and competitiveness.

## **16 SUPPLIER INTEGRITY PACT**

The Supplier/Service Provider shall observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFQ. The general purpose of the Supplier Integrity Pact is to agree to avoid 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 the procurement event leading to this Agreement and this Agreement itself.

## **17 DATABASE OF RESTRICTED SUPPLIERS**

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

## **18 NOTICES**

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

**19 LAW**

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

**20 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 10. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

**21 COUNTERPARTS**

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

**Thus signed by the Parties and witnessed on the following dates and at the following places:**

|                                                                                  |                                                                |
|----------------------------------------------------------------------------------|----------------------------------------------------------------|
| SIGNED for and on behalf of<br><b>Transnet SOC Ltd</b><br>duly authorised hereto | SIGNED for and on behalf of<br>.....<br>duly authorised hereto |
| Registration Number 1990/000900/30                                               | Registration Number .....                                      |
| Signature .....                                                                  | Signature .....                                                |
| Name: .....                                                                      | Name:                                                          |
| Position: .....                                                                  | Position:                                                      |
| Date:                                                                            | Date:                                                          |
| Place: .....                                                                     | Place:                                                         |
| AS WITNESS:<br><br>Signature .....<br>Name .....                                 | AS WITNESS:<br><br>Signature .....<br>Name .....               |





# **ANNEXURE E**

# **CONTRACTOR COMPLIANCE FILE ASSESSMENT CHECKLIST**



## CONTRACTOR COMPLIANCE FILE ASSESSMENT CHECKLIST

Date of inspection/ Evaluation: \_\_\_\_\_

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



| CONTRACTOR                                                                                                                                                                                                                                                             | Complying | Not Complying<br>(i.e. Comments) | Not<br>Applicable |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------|-------------------|
| 1. Site Specific Organogram of reporting structure.<br>This document must provide all persons appointed in terms of<br>OHS Act No. 85 of 1993 including contact details. (rev, date, approval)                                                                         |           |                                  |                   |
| 2. Contractor scope of work information (Company Profile)                                                                                                                                                                                                              |           |                                  |                   |
| 3. Notification of Construction Work to the Department of Labour: Document to display required information as per OHS Act No.85 of 1993 – Construction Regulations Annexure A, Must carry the stamp of acceptance from the Department of Labour <i>(if applicable)</i> |           |                                  |                   |
| 4. Application for a permit to do construction work <i>(if applicable)</i>                                                                                                                                                                                             |           |                                  |                   |
| 5. Valid Letter of Good Standing with FEM/WCA:<br>And proof of relevant insurances to carry out work.                                                                                                                                                                  |           |                                  |                   |
| <b>MANAGEMENT PLANS</b>                                                                                                                                                                                                                                                |           |                                  |                   |
| 6. Copy of reference documents:<br>Health & Safety, Security, Quality, Environmental, and other applicable Specifications<br>Including a signed register of communication to Managers, Supervisors & Safety Officers                                                   |           |                                  |                   |
| 7. Approved Contractor Execution Plan correlating with Specification provided by Transnet (i.e. Approved health and safety plan, environmental plan, security plan etc.)                                                                                               |           |                                  |                   |
| 8. Contractors Health and Safety Policy                                                                                                                                                                                                                                |           |                                  |                   |
| 9. Site Specific Emergency Plan                                                                                                                                                                                                                                        |           |                                  |                   |
| 10. Contractors Traffic Management Plan (if applicable)                                                                                                                                                                                                                |           |                                  |                   |
| 11. Procedure for handling Hazardous Chemical Substance's and Applicable Safety Data Sheet <i>(if applicable)</i> .                                                                                                                                                    |           |                                  |                   |
| <b>APPOINTMENTS</b>                                                                                                                                                                                                                                                    |           |                                  |                   |
| 12. Fully completed appointments of the following (depends on the scope of work) but not limited to:                                                                                                                                                                   |           |                                  |                   |
| • Sec. 16(2) – Delegated Authority (Assistant to the CEO)                                                                                                                                                                                                              |           |                                  |                   |
| • CR 8(1) – Construction Manager                                                                                                                                                                                                                                       |           |                                  |                   |
| • CR 8(7) – Construction Supervisor                                                                                                                                                                                                                                    |           |                                  |                   |
| • CR 8(8) – Assistant Construction Supervisor                                                                                                                                                                                                                          |           |                                  |                   |
| • CR 8(5) – Construction Safety Officer                                                                                                                                                                                                                                |           |                                  |                   |
| • CR 9(1) – Risk assessment                                                                                                                                                                                                                                            |           |                                  |                   |
| • CR 10. (1)(a) – Fall Prevention Planner <i>(if applicable)</i>                                                                                                                                                                                                       |           |                                  |                   |
| • CR 10.(2)(b) (fall risk) Physical & Psychological fitness                                                                                                                                                                                                            |           |                                  |                   |
| • CR 23.(d)(k) – Vehicle operator and Inspector                                                                                                                                                                                                                        |           |                                  |                   |
| • GSR 3.4 – First aider                                                                                                                                                                                                                                                |           |                                  |                   |
| • CR 29 (h) – Fire Fighter                                                                                                                                                                                                                                             |           |                                  |                   |
| • Sec 24, GAR 9(2) – Incident Investigator                                                                                                                                                                                                                             |           |                                  |                   |
| • CR 13(1)(a) – Excavation Supervisor                                                                                                                                                                                                                                  |           |                                  |                   |
| • CR 28(a) – Stacking and Storage Supervisor                                                                                                                                                                                                                           |           |                                  |                   |
| • CR 12(1) – Temporary works designer                                                                                                                                                                                                                                  |           |                                  |                   |

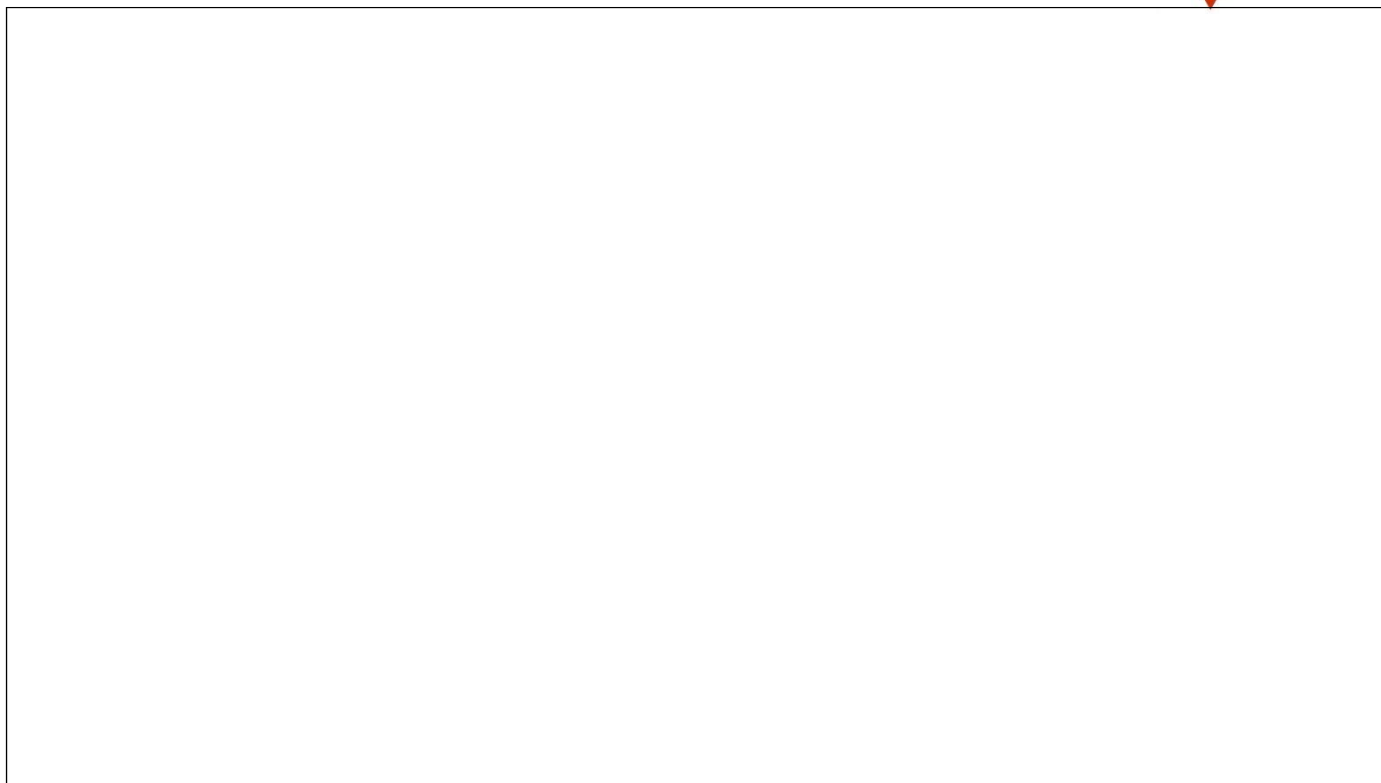


|                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| • CR 14(1) – Demolition work supervisor                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |
| • CR 16(1) – Scaffolding work supervisor                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |
| • CR 17 (1) – Suspended platform work supervisor                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| • CR 18(1)(a) – Rope access supervisor                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |
| • CR 19(8)(a) – Material host Inspector                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |
| • CR 20(1) – Bulk mixing plant supervisor                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
| • CR 21(2) – Explosive actuated fastening devices inspector                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |
| • Sec 17(1) – SHE Rep (more than 20 employees)                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |
| • GSR 13(a) – Ladder Inspector<br>An abbreviated CV of the above appointed persons shall be attached to the appointment.<br>Competency certificates will also be attached as required in specifications                                                                                                                                                                                                                     |  |  |  |
| <b>13.</b> Elevated work training (Rescue/ Safety harnesses) – accredited Training ( <i>If applicable</i> )                                                                                                                                                                                                                                                                                                                 |  |  |  |
| <b>14.</b> Fall Protection Plan by competent person / Rescue Plan ( <i>If applicable</i> )                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| <b>15.</b> Contract/Project Specific Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.                                                                                                                                                                                                                                                                |  |  |  |
| <b>16.</b> Risk Assessment (HIRA), Method Statement, Safe Work Procedure to be generated for each specific task to be performed on the contract/project i.e. Site establishment, confined spaces, working at heights, working near water, excavations etc. Note: before establishment they can supply what they will start with – site establishment, fencing, clear & grub...so only request what is relevant at the time. |  |  |  |
| <b>17.</b> PPE Policy and most recent issue register.                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |
| <b>INDUCTION</b>                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| <b>18.</b> Induction application forms completed for every employee of the contractor performing work on site; The following shall be attached:                                                                                                                                                                                                                                                                             |  |  |  |
| • Employee Dossier with applicable documentation;                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |
| • Proof of site specific induction;                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| • Copy of ID Document;                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |
| • Legal Letter of Appointment;                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |
| • Proof of competence i.e.: Artisans, drivers, operators etc.;                                                                                                                                                                                                                                                                                                                                                              |  |  |  |
| • Valid medical certificate of fitness done by an Occupational Health Practitioner (i.e. Annexure 3 for construction work)                                                                                                                                                                                                                                                                                                  |  |  |  |
| <b>REGISTERS</b>                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| <b>19.</b> Copy of equipment registers to be used with copy of each item's inspection checklist. The registers are not limited to the following, depends on the scope of work:                                                                                                                                                                                                                                              |  |  |  |
| • Site visitors register                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |
| • Excavation Inspection Register                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| • Hand tools Inspection register                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| • Barricading Inspection Register                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |
| • Traffic Inspection Register                                                                                                                                                                                                                                                                                                                                                                                               |  |  |  |
| • Mobile Toilet Inspection Register                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| • Daily Risk Assessment and Toolbox Talk                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |
| • PPE Inspection Register                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |



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

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



**ANNEXURE F**  
**Non-**  
**Disclosure**  
**Agreement**

## **NON DISCLOSURE AGREEMENT**

**[April 2020]**



**THIS AGREEMENT is made between**

**Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]

whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

**and**

**the Company as indicated in the RFP bid response hereto**

**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 Bid 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** 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 Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 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.

### **4. ANNOUNCEMENTS**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid 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 Bid 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 Bid 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 Bid 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 Bid 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.

**ooo000ooo**

# **ANNEXURE G**

## **Integrity Pact**

**Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.**

## **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

## **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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

## **1 OBJECTIVES**

- 1.1 Transnet and the Bidder / Supplier 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 Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

### 3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
  - b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.



- 3.8 Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
    - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
    - Principle 2: make sure that they are not complicit in human rights abuses.
  - b) Labour
    - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
    - Principle 4: the elimination of all forms of forced and compulsory labour;
    - Principle 5: the effective abolition of child labour; and
    - Principle 6: the elimination of discrimination in respect of employment and occupation.
  - c) Environment
    - Principle 7: Businesses should support a precautionary approach to environmental challenges;
    - Principle 8: undertake initiatives to promote greater environmental responsibility; and
    - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
  - d) Anti-Corruption
    - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT BIDDING**

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid 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 bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
  - f) bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted 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.
- 4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

## **5 DISQUALIFICATION FROM BIDDING PROCESS**

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **6 DATABASE OF RESTRICTED SUPPLIERS**

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction 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 restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National

Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
  - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
  - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
  - c) has carried out any contract resulting from such bid 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) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
  - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - i) has litigated against Transnet in bad faith.

## **7 PREVIOUS TRANSGRESSIONS**

- 7.1 The Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

## 8 SANCTIONS FOR VIOLATIONS

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

- a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Bidder / Supplier;
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
- g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

## 9 CONFLICTS OF INTEREST

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

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

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

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

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

9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:

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

9.4 The Bidder / Supplier 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 Bidder / Supplier.

## 10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 restriction process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

## 11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

ooo000ooo