

## **Transnet Engineering**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

### **REQUEST FOR QOUTATION (RFQ) ADDENDUM**

## **FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING**

<b>RFQ NUMBER</b>	<b>: TE/2023/04/0021/27300/RFQ</b>
<b>ISSUE DATE</b>	<b>: 04 MAY 2023</b>
<b>COMPULSORY BRIEFING</b>	<b>: 12 MAY 2023 at 10:00am</b>
<b>CLOSING DATE</b>	<b>: 31 MAY 2023</b>
<b>CLOSING TIME</b>	<b>: 10H00 AM</b>
<b>CLOSING VENUE</b>	<b>: E-TENDER SUBMISSION PORTAL</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 WEEKS FROM CLOSING DATE</b>

### **NOTE:**

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

- **CIDB GRADING OF 3GB OR HIGHER**

Tenderers are required to wear safety shoes, masks, long sleeve shirts and high visibility/ reflector vests.

- Tenderers without the recommended PPE will not be allowed on the site walk.
- Tenderers entering Transnet Premises will have to undergo Breathalyzer testing.
- All forms of firearms are prohibited on Transnet properties and premises.
- The relevant persons attending the meeting must send their full details to [leon.peach@transnet.net](mailto:leon.peach@transnet.net) / [lesley.mtungwa@transnet.net](mailto:lesley.mtungwa@transnet.net) / [Stanley.mchunu@transnet.net](mailto:Stanley.mchunu@transnet.net) and ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates.
- **No person will be allowed without the RFQ document and full PPE**

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Tender Number: TE/2023/04/0021/27300/RFQ

Description of the Works: FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING

## SECTION 1: SBD1 FORM

### PART A

#### INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF Transnet Engineering, A DIVISION TRANSNET SOC LTD**

BID NUMBER:	TE/2023/04/0021/27300/RFQ	ISSUE DATE:	<b>04 MAY 2023</b>	CLOSING DATE:	<b>31 MAY 2023</b>	CLOSING TIME:	<b>10H00 AM</b>
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**DESCRIPTION** **FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING**

**BID RESPONSE DOCUMENTS MAY BE UPLOADED ONTO E-TENDER SUBMISSION PORTAL**

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/RFP 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.

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	<b>LEON PEACH</b>	CONTACT PERSON	<b>STANLEY MCHUNU</b>
TELEPHONE NUMBER	<b>031 361 4470</b>	TELEPHONE NUMBER	<b>031 361 4189/071 889 6263</b>
FACSIMILE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	<b>N/A</b>
E-MAIL ADDRESS	<b>LEON.PEACH@transnet.net</b>	E-MAIL ADDRESS	<b>Stanley.Mchunu@transnet.net</b>

#### SUPPLIER INFORMATION

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

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
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#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

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

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

<b>DESCRIPTION</b>	<b>FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING</b>
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>• Click on "Tender Opportunities";</li> <li>• Select "Advertised Tenders";</li> <li>• In the "Department" box, select Transnet SOC Ltd;</li> </ul> <p>Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents.</p> <p>Or</p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>▪ Log on to the Transnet eTenders management platform website (<a href="https://www.transnet.net">https://www.transnet.net</a>);</li> <li>▪ Click on "TENDERS";</li> <li>▪ Scroll towards the bottom right hand side of the page;</li> <li>▪ Click on "register on our new eTender Portal";</li> <li>▪ Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>▪ Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>▪ Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> </ul>
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	Available for download from 18 APRIL 2023
<b>SITE BRIEFING MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted on site (Transnet Engineering Main Centre 311 Solomon Mahlangu Dr) The Compulsory Tender Clarification Meeting will start punctually at 10:00am the 12 MAY 2023 and information will not be repeated for the benefit of Tenderers late.</p> <p><b>NOTE:</b></p> <p>Intention to attend the clarification/briefing session must be send to <a href="mailto:leon.peach@transnet.net">leon.peach@transnet.net</a> / <a href="mailto:Stanley.mchunu@transnet.net">Stanley.mchunu@transnet.net</a> From 05 MAY 2023 until 10 May 2023</p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes and high visibility/ reflector vests.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers entering Transnet Premises will have to undergo Breathalyzer testing.</li> </ul>

	<ul style="list-style-type: none"> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates.</li> <li>• Certificate of Attendance in the form set out in the Returnable Schedule T2.2.1 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</li> <li>• Tenderers are required to bring this Returnable Schedule T2.2.1 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</li> </ul>
<b>CLOSING DATE</b>	<p><b>10:00 on Friday 31 MAY 2023</b></p> <p>Tenderers must ensure that tenders are uploaded on the e-Tender Submission timeously to the correct tender number.</p>

## 2. Tender Submission

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFP No: TE/2023/04/0021/27300/RFQ

Description: FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING

Closing date and time: 10:00 on Friday 31 MAY 2023

Closing address: [Refer to options in paragraph 3 below]

All submissions must reflect the return address of the Tenderer on the reverse side.

### 3. **DELIVERY INSTRUCTIONS FOR TENDER**

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

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- 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.

### 4. **Confidentiality**

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

### 5. **Communication**

For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to Lesley Mtungwa ([leon.peach@transnet.net](mailto:leon.peach@transnet.net) or [Stanley.mchunu@transnet.net](mailto:Stanley.mchunu@transnet.net)) before 16h00 on 30<sup>TH</sup> May 2023, substantially in the form set out in Section 7 hereto. In the interest of fairness and transparency, Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose, Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly



ensure that you provide the Secretariat with the correct contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

**After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Engineering Divisional Acquisition Council, at telephone number 031 3615435/7, email [angel.mpofana@transnet.net](mailto:angel.mpofana@transnet.net) or [Nokuthula.kekana@transnet.net](mailto:Nokuthula.kekana@transnet.net) on any matter relating to its RFP.**

## 6. Disclaimers

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

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

indicate in tender returnable [clause 12 on T2.2-2], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

#### 8. **National Treasury's Central Supplier Database**

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

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

#### **T1.2 Tender Data**

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise:  <b>Part T: The Tender</b>  Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data  Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules  <b>Part C: The contract</b>  Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities  Part C2: Pricing data C2.1 Pricing instructions C2.2 Bill of Quantity  Part C3: Scope of work C3.1 Works Information  Part C4: Site information C4.1 Site information
C.1.4	The Employer's agent is:  Name: Leon Peach  Address: 311, Solomon Mahlangu Drive, Bluff, Durban  Tel No. 031 361 4470  E – mail Leon.peach@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:  <b>1. Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:</b>  a) Only those tenderers who are registered with the CIDB with a minimum of 3GB <b>OR HIGHER.</b>  <b>2. Local Production and Content in terms of the Preferential Procurement Regulations, 2017: NOT APPLICABLE</b>  <b>3. Eligibility in terms of the Construction Industry Development Board:</b>  a) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a

value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3GB** class **OR HIGHER** of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

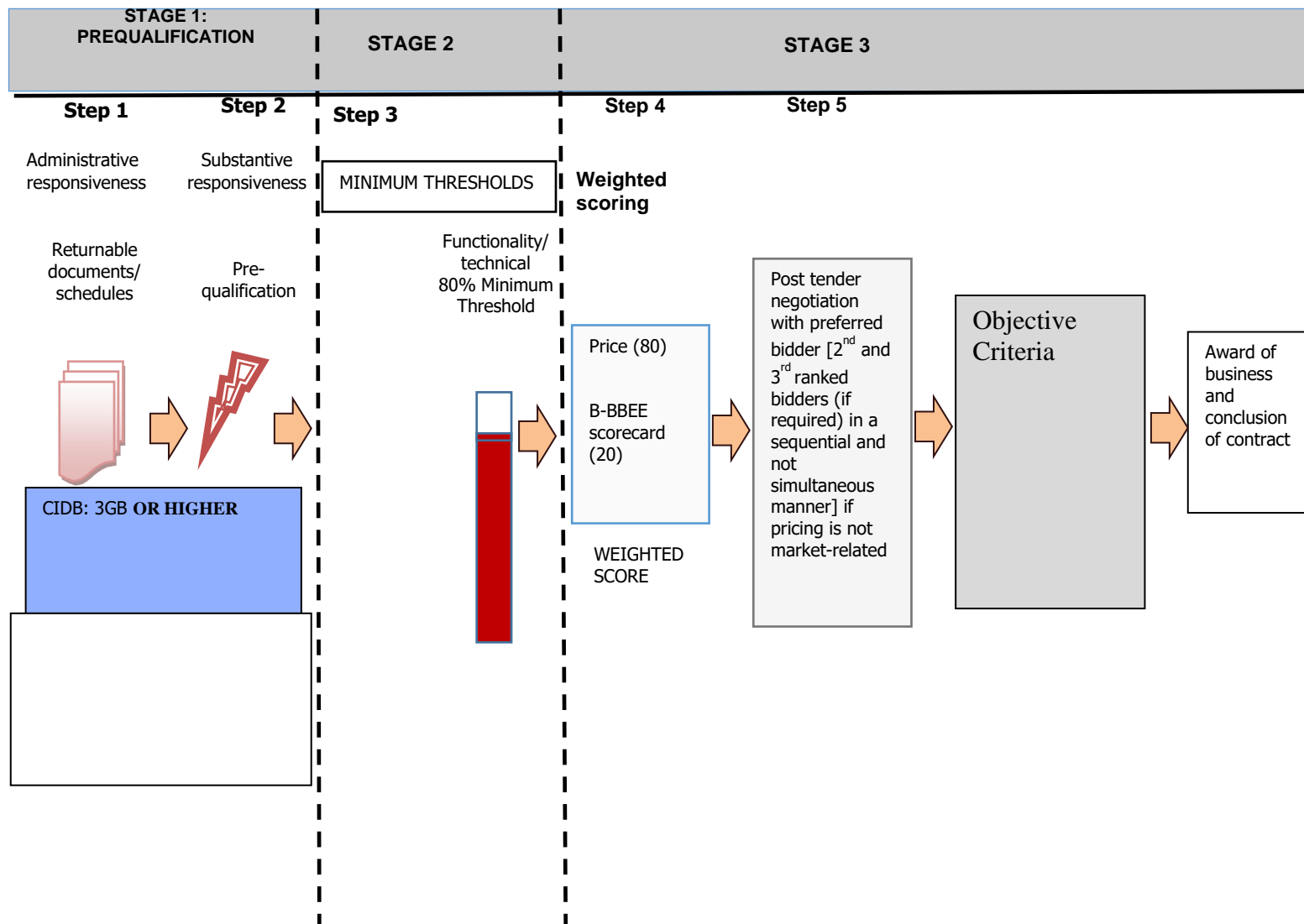
- every member of the joint venture is registered with the CIDB.
- the lead partner has a contractor grading designation of 3GB class **OR HIGHER** of construction work; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 3GB or higher, higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a certified copy of its signed joint venture agreement.

**4. Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **80%**.

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

## 5. Evaluation Methodology



### 6.1 STEP ONE: Test for Administrative Responsiveness

- The test for administrative responsiveness will include the following:

#### Administrative responsiveness check

- Whether the Bid has been lodged on time
- Whether the Bid contains a priced offer
- Whether the Bid materially complies with the scope and/or specification given
- Whether any general pre-qualification criteria set by Transnet have been met

*NB: The test for administrative responsiveness [step one] must be passed for a Respondent's proposal to progress to step two for further pre-qualifications*

## 6.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

- Valid CIDB certificate (3GB **OR HIGHER**)

*NB: - BEE certificate/Sworn affidavit must be valid by the closing of the Tender.*

- In a case of a Joint Venture The lead partner must have a contractor grading designation of 3GB class **OR HIGHER** of construction work*

*NB: The test for substantive responsiveness [step two] must be passed for a Respondent's proposal to progress to step three for the evaluation of Local content*

## 6.3 STEP THREE: Minimum Threshold of 80% for Technical Criteria and Functional Requirements

- |   |       |
|---|-------|
| 1. PROJECT PLAN AND FINAL LEAD TIME                       | = 15% |
| 2. ORGANIGRAM   | = 5%  |
| 3. Compliance with the Transnet Engineering specification | = 30% |
| 4. SPESIFIC KNOWLEDGE RELATING TO PROJECTS OF THIS NATURE | = 50% |

### Functionality Criteria

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

#### 6.4.1 Project Plan and Final Lead time: 20%

##### Project Plan and Final Lead time

- |   |             |
|---|-------------|
| 1.1.1 Project Plan final Lead time equals/less than 2 months                                | – 15 points |
| 1.1.2 Project Plan final Lead time more than 2 months but equal/less than 2 and half months | –10 points  |
| 1.1.3 Project Plan final Lead time greater than 2 months                                    | – 5 points  |
- (Note: Project Plan must be submitted in either excel or MS project format)

##### Organogram

- |  |           |
|--|-----------|
| 1.2.1 Submitted organogram showing list of key employees (and their credentials) that will work on this project. | –5 points |
| 1.2.2 No submitted organogram/ submitted organogram with irrelevant  |           |

#### 6.4.2 Compliance to scope of work

- |  |            |
|--|------------|
| 2.1 Comply to scope of work  | –30 points |
| 2.2 Non-compliance to scope of work (including not fully completed |            |

bid document).

-0

**6.4.3 Specific knowledge relating to projects of this nature**

**Previous experience** of supplying, installation of industrial roll up (shutter) doors (only completed projects) in the past 5 years, with contactable references.

Bidders to attach reference letters (in clients letterheads) from previous clients, with contactable contact persons.

3.1.1	3 or more submitted	- 50 points
3.1.2	2 submitted	- 25 points
3.1.3	1 submitted	-10 points
3.1.4	0 submitted	-0

**6.5 STEP FOUR: Evaluation and Final Weighting Score**

- Price Criteria **[Weighted score 80 points]:**

Commercial offer

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

- 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 8 of the B-BBEE Preference Point Claim Form.

**SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Threshold	Minimum Requirement/%
PPPFA Prequalification- B-BBEE Level	N/A
CIDB grading Prequalification	3GB <b>OR HIGHER</b>
Technical / functionality	80%

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE	20
<b>TOTAL SCORE:</b>	<b>100</b>

### **6.5 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. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Respondent(s).

### **6.6 STEP SIX: Objective Criteria (Not Applicable)**

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder

### **6.7 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 Bid either by way of a Letter of Award or Letter of Intent where Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). 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.

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



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

Tenderers are also **required to have their RFQ document at the briefing session and have their returnable document T2.2.1 certificate of attendance** signed off by the Employer's authorized representative.

---

C.2.12 No alternative tender offers will be considered.

---

C.2.13.3 Parts of each tender offer communicated on paper shall be as an **original and one (1) copy** as the original submission which shall be in the **English Language**.

---

C.2.13.5 The identification details that are to be shown on each tender offer package are:  
C2.15.1

Identification details:

The tender documents must be submitted labelled with:

- Name of Tenderer: (company name)
- Contact person and details
- The Tender Number:
- The Tender Description

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

---

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

---

C.2.15 The closing time for submission of tender offers is:  
Time and Date: **10:00 AM** on the 31 **MAY 2023**

**NO LATE TENDERS WILL BE ACCEPTED**

---

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

---

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderer's compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit**
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

---

C3.11 The minimum number of evaluation points for functionality is: **80%**

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

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

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

- |   |       |
|---|-------|
| 1. PROJECT PLAN AND FINAL LEAD TIME                       | = 15% |
| 2. ORGANIGRAM   | = 5%  |
| 3. Compliance with the Transnet Engineering specification | = 30% |
| 4. SPESIFIC KNOWLEDGE RELATING TO PROJECTS OF THIS NATURE | = 50% |
-

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20

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

Up to 100 minus W<sub>1</sub> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE certificate not be provided, tenderers with no BBBEE certificate will score zero points for preference.**

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

- 
- C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6

of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

The tenderer must complete the following returnable documents:

#### **Returnable Documents required for tender evaluation purposes**

<b>Mandatory Returnable Documents</b>	<b>To be returned with tender</b>
• SBD1 FORM	
• Form of Offer and Acceptance	
• Valid and Relevant CIDB certificate	
• Valid BBBEE certificate/ Sworn Affidavit	
• ANNEXURE A – Scope of works/Specifications	
• Certificate of Attendance of Compulsory Clarification	
<b>Returnable Documents</b>	<b>To be returned with tender</b>
• Tender/Vendor Declaration Affidavit	
• ID copies of Directors	
• Letter from the bank with the bank stamp	
• Schedule of Equipment	
• Company registration documents	
• Valid Tax Clearance Certificate	
• SBD 6.1: B-BBEE Preference Points Claim Form	
• Certificate of authority for joint ventures (where applicable)	
• Certificate of authority for Signatory (Resolution by Board)	
• An original valid Tax Clearance Certificate issued by the South African Revenue Services	
• Valid Letter of Good Standing with the Compensation Commissioner	
• Safety Plan in accordance with the Construction Regulations, 2014	
• Quality Assurance Plan	
• Programme and Method statements	

• Proposed Amendments and Qualifications	
• Years Financial Statement	
• Programme and Method statements	
• Proposed Amendments and Qualifications	
• Proposed Organization and Staffing	
• Experience of the Key Staff	
• Schedule of the Tenderer's Experience	
• Statement of similar Works successfully carried out by Tenderer	

## Other documents required for tender evaluation purposes

### 3 C1.1 Form of Offer and Acceptance

### 4 C1.2 Contract Data (Part 2)

### 5 C2.2 Scope of Works

### 6 CIDB Registration Certificate

### 7 BBBEE Certificate

## T2.2 Returnable schedules

- Certificate of Attendance at Clarification Meeting
- Vendor/Tender Declaration Affidavit
- Schedule of the Tenderer's Experience
- Statement of similar Works successfully carried out by Tenderer
- Experience of the Key Staff
- Schedule of Equipment
- Record of Addenda to Tender Documents
- Valid BBBEE certificate/ Sworn Affidavit

## T2.1 List of Returnable Documents

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

#### Stage One as per PPPFA: Pre-qualification Criteria Schedule

CIDB Grading of 3GB OR HIGHER

#### Stage Two: As per CIDB: Eligibility Criteria Schedule - CIDB Registration

### 2.1.2 As per CIDB: these schedules will be utilised for evaluation purposes:

- Method Statement

- Company Experience
- Project plan (Preferable MS Project, Excel and Primevera)
- Annexure A - Compliance to Specification
- Reporting Structure

### **2.1.3 Returnable Schedules:**

#### **General:**

Authority to submit tender

Record of addenda to tender documents

Letter of Good Standing

Risk Elements

Availability of equipment and other resources

Site Establishment requirements

#### **Agreement and Commitment by Tenderer:**

CIDB SFU ANNEX Compulsory Enterprise Questionnaire

Non-Disclosure Agreement

RFP Declaration Form

RFP – Breach of Law

Certificate of Acquaintance with Tender Document

Service Provider Integrity Pact

Supplier Code of Conduct

### **2.1.4 Bonds/Guarantees/Financial/Insurance:**

Insurance provided by the Contractor

Form of Intent to provide a Performance Guarantee

Forecast Rate of Invoicing

Three (3) years audited financial statements

### **2.1.5 Transnet Vendor Registration Form:**

Transnet Vendor Registration Form

## **2.2 C1.1 OFFER PORTION OF FORM OF OFFER & ACCEPTANCE**

## **2.3 C1.2 CONTRACT DATA**

## **2.4 C1.3 Forms of Securities**

## **2.5 C2.1 Pricing Instructions**

**2.6 C2.2 SCOPE OF WORKS****Authority to submit a Tender**

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

<b>A - COMPANY</b>	<b>B - PARTNERSHIP</b>	<b>C - JOINT VENTURE</b>	<b>D - SOLE PROPRIETOR</b>

**A. Certificate for Company**

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

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

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

Name	Address	Signature	Date

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



**C. Certificate for Joint Venture**

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

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

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

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

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>

**D. Certificate for Sole Proprietor**

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor
	_____		_____

**E. Availability of Equipment and Other Resources**

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the *works* as described in the Works Information.

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership

## **F. Capacity and Ability to meet Delivery Schedule**

### **Note to tenderers:**

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

### **Index of documentation attached to this schedule:**

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

**G. Letter/s of Good Standing with the Workmen’s Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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

**H. Record of Addenda to Tender Documents**

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

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

**I. Risk Elements**

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

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

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


Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

Tender Number: TE/2023/04/0021/27300/RFQ

Description of the Works: FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING

## J. Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.



Tender Number: TE/2023/04/0021/27300/RFQ

Description of the Works: FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING

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

**Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

(Company Name)

Represented

(Name and

by:

Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet Engineering main Plant 311 Solomon Mahlangu Dr	
On (date)	11 MAY 2023	Starting time: 10H00 AM

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

Name

Signature

Capacity

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

Name

Leon Peach

Signature

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

Date

11 MAY 2023

## **T2.2-2: Eligibility Criteria Schedule - CIDB Grading Designation**

### **Note to tenderers:**

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

<b>CRS Number</b>	<b>Status</b>	<b>Grading</b>	<b>Expiry Date</b>

6. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3GB class **OR HIGHER** of construction work, are eligible to have their tenders evaluated.

### **7. Joint Venture (JV)**

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 3GB class **OR HIGHER** of construction work; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 3GB class **OR HIGHER** of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

## **T2.2 – 4 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

---

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

8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

---

SIGNATURE OF TENDERER

## **T2.2 – 5 Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

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

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

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

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

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

<b>Name</b>	<b>Identity number</b>	<b>Personal income tax number</b>

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

## **6. SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS**

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

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

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

<b>Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.</b>
--

<b>Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.</b>
--

<b>Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.</b>
---

<b>Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.</b>
--

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

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

Signed

Date

Name

Position

Enterprise  
name

## **SBD 4**

### **T2.2-6: Evaluation Schedule: Programme**

#### **Note to tenderers:**

##### Programme

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

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

The tenderer shall provide the proposed programme that would indicate the order and timing activities to carry the works showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition the Programme must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Approach Paper/Method Statement as contained in T2.1 List of Returnables.



The scoring of the Programme will be as follows:

core				
<i>SCORE</i>	Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the <i>Works</i> clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	Dates when the <i>Contractor</i> will need <i>access</i> to any part of the Site; submission & approval process & timing for Health & Safety Files, inclusive of construction work permit, Environmental Files and Quality Files. In addition the Programme must clearly demonstrate the procurement process for all long lead items.	The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Starting Date, Planned Completion, Sectional Completion Dates & Completion Date. In addition the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA).	The Programme must clearly support and demonstrate alignment to the approach paper/method statement as contained in T2.1 List of Returnables.
<b>15 points</b>	Project Plan final Lead time equals/less than 2 months –			
<b>10 points</b>	Project Plan final Lead time more than 2 months but equal/less than 2 and half months			
<b>5 points</b>	Project Plan final Lead time greater than 2 months (Note: Project Plan must be submitted in either excel or MS project format			

Attachment B: Hard Copy of Programme

Tender Number: TE/2023/04/0021/27300/RFQ

Description of the Works: FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING

T2.2-7: Evaluation Schedule: **Specific knowledge relating to projects of this nature**

**Note to tenderers:**

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

- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:
  - Specific knowledge of similar/related projects:
- **Previous experience** of supplying, installation of industrial roll up (shutter) doors (only completed projects) in the past 5 years, with contactable references.
  - Bidders to attach reference letters (in client's letterheads) from previous clients, with contactable contact persons

**Index of documentation attached to this schedule**

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	

Score/Points	Previous Experience
50	3 or more submitted
25	2 submitted
10	1 submitted
0	0 submitted

**T2.2-8: Evaluation Schedule - Compliance to scope of work (REFERENCE NO.:  
PEM\_DBN\_SOW\_080)**

1. Comply to scope of work 30 Points
2. Non-compliance to scope of work 9including fully completed bid document 0 points

### DECLARATION OF INTEREST

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

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

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

#### SBD 4

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

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

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

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

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

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

<sup>1</sup>"State" means –

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

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

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

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

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

**YES / NO**

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

\_\_\_\_\_

- Name of state institution at which you or the person connected to the bidder is employed:

\_\_\_\_\_

- Position occupied in the state institution:

\_\_\_\_\_

Any other particulars:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**YES / NO**

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

**YES / NO**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**YES / NO**

2.8.1 If so, furnish particulars:

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

**YES / NO**

- 2.8.2 If so, furnish particulars.

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

**YES/NO**

- 2.9.1 If so, furnish particulars.

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

**YES/NO**

- 2.10.1 If so, furnish particulars:

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**SBD 4****3 Full details of directors / trustees / members / shareholders.**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Persal Number</b>

#### **4 DECLARATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of below R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated not to **exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

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

**2. DEFINITIONS**



- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;

- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (p) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (r) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

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

### **4. POINTS AWARDED FOR PRICE**

#### **4.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at [www.dti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).
- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

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

## **6. BID DECLARATION**

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

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

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

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

8. **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

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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-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....  
.....

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated	<input type="checkbox"/>	<input type="checkbox"/>

Tender Number: TE/2023/04/0021/27300/RFQ

Description of the Works: FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING

	during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**SBD 8**

**CERTIFICATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

## **SBD 9**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids/quotes<sup>3</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**SBD 9**

**CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

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(Quote Number and Description)

in response to the invitation for the quote made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

### **SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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Signature

---

Date

---

Position

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Name of bidder

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

## NON-DISCLOSURE AGREEMENT

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

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

### TRANSNET SOC LTD

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

**and**

.....

.....

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

.....

.....

.....

.....

### WHEREAS

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

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

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

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

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

## **2. CONFIDENTIAL INFORMATION**

- 2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
  - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party.

The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

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

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

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

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

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

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

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

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

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

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

### **4. ANNOUNCEMENTS**

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

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

## **5. DURATION**

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

## **6. PRINCIPAL**

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

## **7. ADEQUACY OF DAMAGES**

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

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

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

## **9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.



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

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

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

Signed

Date

Name

Position

Tenderer

### REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

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

DATE

OF

BREACH:

\_\_\_\_\_

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

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

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

## RFP DECLARATION FORM

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman.

The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of "Service Provider Integrity Pact".

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

#### **IMPORTANT NOTICE TO TENDERERS**

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

Tender Number: TE/2023/04/0021/27300/RFQ

Description of the Works: FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING

### **Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **OBJECTIVES**

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

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## **COMMITMENTS OF TRANSNET**

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

Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.

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

Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

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

The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:

- a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

#### **The acceptance and giving of gifts may be permitted provided that:**

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.



The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

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

## **INDEPENDENT TENDERING**

**For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:**

- a) has been requested to submit a Tender in response to this Tender invitation;**
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and**
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.**

**The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.**

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

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

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

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

#### DISQUALIFICATION FROM TENDERING PROCESS

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

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

If the Tenderer / Service Provider / Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as

the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

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

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

Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

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

Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and

- (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **PREVIOUS TRANSGRESSIONS**

The Tenderer / Service Provider /Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.

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

## **SANCTIONS FOR VIOLATIONS**

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

- a) Immediately exclude the Tenderer / Service Provider / Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer / Service Provider / Contractor. However, the proceedings with the other Tenderer / Service Provider / Contractor may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer / Service Provider / Contractor;
- c) Recover all sums already paid by Transnet;

- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer / Service Provider / Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer / Service Provider; and
- f) Exclude the Tenderer / Service Provider / Contractor from entering into any Tender with Transnet in future.

## **CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

### **The Tenderer / Service Provider / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer / Service Provider / Contractor.**

## **MONITORING**

### **Transnet will be responsible for appointing an independent Monitor to:**

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

**The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.**

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

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

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

## **DISPUTE RESOLUTION**

**Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 0 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:**

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;

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

## **GENERAL**

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

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

**The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.**

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

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

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

## SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

**Please Note:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

### General Terms and Conditions:

**Please Note:** Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

### In addition, please take note of the following very important information:

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover



is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website [www.thedti.gov.za](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipic.co.za](http://www.cipic.co.za).

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

**2. If your annual turnover is between R10 million and R50 million,** then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE 'that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

**3. If your annual turnover exceeds R50 million,** then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

**4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

**5. No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at [www.sanas.co.za](http://www.sanas.co.za).

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

**Important Notice:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?					Yes	No
If <b>YES</b> state the previous details below:						
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	

Company Telephone number	
Company Fax Number	
Company E-Mail Address	
Company Website Address	

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes	No
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.		
How many personnel does the business employ?	Full Time	Part Time
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.		

Most recent Financial Year's Annual Turnover	<R10Million <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
--	---------------------------	--	--

Does your company have a valid proof of B-BBEE status?										Yes	No	
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9
Majority Race of Ownership												
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership			% Black Youth Ownership					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans								

**Please Note:** Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
<b>EMPOWERING SUPPLIER</b> An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes. In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or	YES    ○    NO    ○

products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	
<b>FIRST TIME SUPPLIER</b>  A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 <sup>st</sup> time.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT PLAN</b>  Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	YES <input type="radio"/> NO <input type="radio"/>
<b>DEVELOPMENT PLAN DOCUMENT</b>  Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>  A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>  A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>  When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>  A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

**By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct**

Name and Surname		Designation	
Signature		Date	

## APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

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### Affidavit or Solemn Declaration

I, \_\_\_\_\_ solemnly swear/declare  
that \_\_\_\_\_ is not a registered VAT  
vendor and is not required to register as a VAT vendor because the combined value of taxable supplies  
made by the provider in any 12 months period has not exceeded or is not expected to exceed R1million  
threshold, as required in terms of the Value Added Tax Act.

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

Designation: \_\_\_\_\_

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

### Commissioner of Oaths

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_  
\_\_\_\_\_ 20\_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that  
he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience  
and that the allegations herein contained are all true and correct.

\_\_\_\_\_  
Commissioner of Oaths

**APPENDIX C****SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good</p>

	<p>Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
--	--

## 3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.



Tender Number: TE/2023/04/0021/27300/RFQ  
Description of the Works: FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF  
TRANSNET ENGINEERING

**Deponent Signature** .....

**Date** .....

\_\_\_\_\_  
**Commissioner of Oaths**  
Signature & stamp

**APPENDIX D****SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL**

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I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –  (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisationi- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means:  (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;  (b) Black people who are youth as defined in the National Youth Commission

	<p>Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
--	--

## 3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_ %
- Black Disabled % = \_\_\_\_\_ %
- Black Unemployed % = \_\_\_\_\_ %
- Black People living in Rural areas % = \_\_\_\_\_ %
- Black Military Veterans % = \_\_\_\_\_ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

Tender Number: TE/2023/04/0021/27300/RFQ  
Description of the Works: FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING  
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature** .....

**Date** .....

\_\_\_\_\_

**Commissioner of Oaths**

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

**Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:**

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		
4. Certified ( <b>Not Older than 3 Months</b> ) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both <b>Physical</b> and <b>Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		

**C1.1: Form of Offer & Acceptance Offer**

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

**FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING**

***“Respondents to note that Transnet will award per Line-Item split basis per lowest ranked Bidder per item”***

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
---------------	---

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Tender Number: TE/2023/04/0021/27300/RFQ

Description of the Works: FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING

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

Signature(s)

Name(s)

Capacity

for the

Transnet SOC Ltd

Employer

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date



**Schedule of Deviations****Note:**

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

Signature

Name

Capacity

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

Transnet SOC Ltd

Name &  
signature  
of witness

Date

**C1.2 Contract Data****PART ONE - DATA PROVIDED BY THE *EMPLOYER***

Completion of this data in full including Z Clauses, according to the Options chosen, is essential to create a complete contract. (Please delete all the above highlighted sentences).

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X3: Multiple currencies</b>
		<b>X4: Parent company guarantee</b>
		<b>X5: Sectional Completion</b>
		<b>X7: Delay damages</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>X20: Key performance indicators</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>

Address

Registered address:

**Transnet Corporate Centre  
Waterfall Business Estate  
9 Country Estate Drive  
Midrand  
1662**

Having elected its Contractual  
Address for the purposes of this  
contract as:

**Transnet Engineering  
160 Lynette Street  
Kilner Park  
0186**

10.1	The <i>Project Manager</i> is: (Name)	Mr Stanley Mchunu
	Address	Transnet Engineering, 311, Solomon Mahlangu Drive
11.2(13)	The <i>works</i> are	<b>FOR THE REPAIR AND INSTALATION OF VARIOUS WORKSHOP DOORS, VARIOUS DURBAN DEPOTS OF TRANSNET ENGINEERING</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Early warning notice matters recorded in accordance with clause 16.1 of the Contract.</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>Transnet Engineering, Ermelo Depots</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Scope of Work</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>As per Scope of Work</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>The estimated completion date is 30 June 2023</b>
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<p><b><i>Condition to be met</i></b></p> <p><b><i>key date</i></b></p> <p><b>1 Design Review and approval</b></p> <p><b>2 Execution/Construction</b></p> <p><b>3 Test and Commission – Checklist to be signed off by relevant parties</b></p>

30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1</b>	
		<b>2</b>	
		<b>3</b>	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>1 July 2023</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 (fifty two) weeks after Completion of the whole of the <i>works</i>.</b>	
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is monthly on the	<b>Progress Payments</b>	
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>	
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>	
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Standard Bank of South Africa.</b>	
<b>6</b>	<b>Compensation events</b>		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,		
		<b>the cumulative rainfall (mm)</b>	
		<b>the number of days with rainfall more than 10 mm</b>	
		<b>the number of days with minimum air temperature less than 0 degrees Celsius</b>	
		<b>the number of days with snow lying at 08:00 hours South African Time</b>	
		<b>and these measurements:</b>	

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

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

and which are available from: **South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>Damages to existing services</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
2	Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>

	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
	Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	<b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b>
	The <i>Contractor</i> provides these additional Insurances	<ol style="list-style-type: none"> <li><b>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</b></li> <li><b>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</b></li> <li><b>3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor</b></li> </ol>

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

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

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b>
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<b>Principal Controlled Insurance policy for Contract.</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
60.6	The <i>method of measurement</i> is	<b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</b>
<b>11</b>	<b>Data for Option W1</b>	

W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)		
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)		
	The place where arbitration is to be held is	Pretoria, South Africa		
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation	No escalation adjustment is applicable as the estimated contract period is not more than 12 months.		
X2	Changes in the law	No additional data is required for this Option		
X3	Multiple Currencies (used only with Options A and B)	No additional data is required for this Option		
X4	Parent company guarantee	No additional data is required for this Option		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	<i>Section</i>	Description	<i>Completion date</i>
		1 Not Applicable		
		2		
		3		
X5 & X7	Sectional Completion and delay damages used together	Not Applicable		



X7.1	Delay damages for late Completion				
X5.1	of the <i>sections</i> of the <i>works</i> are:	<b>Section</b>	<b>Description</b>	<b>Amount</b>	<b>per</b>
		<b>1</b>		<b>R</b>	
		<b>2</b>		<b>R</b>	
		<b>3</b>		<b>R</b>	
	Remainder of the <i>works</i>			<b>R</b>	
<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>				
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R 5,000.00 per day (Calendar day)</b>			
X13.1	The amount of the performance bond is	<b>The Performance Bond to be 5% fixed guarantee bond of the total of the Prices</b>			
<b>X16</b>	<b>Retention</b>				
X16.1	The retention free amount is	<b>Nil</b>			
	The retention percentage is	<b>10% on all payments certified. 5% be paid to the Supplier at the Completion of the works and the balance after 12 months defects liability period</b>			
<b>X18</b>	<b>Limitation of liability</b>				

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	<b>The cost of correcting the Defect</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>12 months after Completion of the whole of the works</b>

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

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<b>Z2</b>	<b>Additional clause relating to Performance Bonds and/or Guarantees</b>	
<b>Z2.1</b>		<b>The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.</b>

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**Z3 Additional clauses relating to Joint Venture**

**Z3.1**

**Insert the additional core clause 27.5**

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

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

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
  - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
  - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
  - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
  - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
  - v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

<b>Z3.2</b>		<b>Insert additional core clause 27.6</b>
		<b>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</b>
<b>Z4</b>	<b>Additional obligations in respect of Termination</b>	
<b>Z4.1</b>		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
<b>Z4.2</b>	<b>Termination Table</b>	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
<b>Z4.3</b>		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
<b>Z5 BEEE Clauses</b>		Not Applicable
<b>Z6</b>	<b>Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA</b>	
<b>Z6.1</b>		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> </ol>

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

<b>Z7</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
<b>Z8</b>	<b>Protection of Personal Information Act</b>	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

**C1.2 Contract Data****PART TWO - DATA PROVIDED BY THE *CONTRACTOR***

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

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

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

11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	Part C2 of the Contract/Added as an Annexure
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	<b>%</b>		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>		<b>Hourly rate</b>

62 in SSCC	The percentage for design overheads is	%	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		



**PART 2: PRICING DATA**

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	Scope of Works and The <i>bill of quantities</i>	

## C2.1 Pricing instructions: Option B

### THE CONDITIONS OF CONTRACT

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

#### Identified and defined terms 11

- 11.2 (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
- (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.
- Completed work is work without Defects which would either delay or be covered by immediately following work.
- (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

## Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

## Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

## MEASUREMENT AND PAYMENT

### Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

MPa	megapascal
No.	number
Prov sum <sup>6</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

### General assumptions

**Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.**

**The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.**

**Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.**

**Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.**

**An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.**

**The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.**

<sup>6</sup> Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

**The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.**

**Departures from the *method of measurement***

**Amplification of or assumptions about measurement items**

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

**C2.2 The *bill of quantities***

**Please see attached bill of quantities: Annexure F 1.1 – 1.5**

The following state the minimum requirements and in no way absolves the successful bidder from sound engineering practice.

Tenderers shall submit offers to this specification but may also submit offers for alternative and/or additional items for consideration. These shall be quoted for separately.

Departures from the specification, alternative and / or additional items offered shall be clearly indicated and a clear indication shall be furnished in each case why the alternative or additional items offered by the bidder are considered superior and/or more beneficial to Transnet Engineering than that specified.

Any omissions or sub-standard requirements in this specification shall be brought to the attention of the Project Manager at tender stage and proposals for addressing these, shall be submitted.

**Failure to submit the BOQ in full will result in your tender being non-responsive.**





**SUPPLY, DELIVERY, REPAIR, REPLACE AND TEST HEAVY  
DUTY WORKSHOP DOORS AT VARIOUS TRANSNET  
ENGINEERING DEPOTS.**

**311 SOLOMON MAHLANGU DRIVE (BEHIND VW BARONS),  
ROSSBURGH.**

**REFERENCE NO.: PEM\_DBN\_SOW\_080**

**Scope Revision: 0**

**Date of release: NOVEMBER 2022**

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Document Name: Specification  
Date: 18.05.2018

Document Number: MPE\_DBN\_SPEC\_001  
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Signature of Bidder/s: \_\_\_\_\_

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

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Revision: 002 Reference No.: PEM\_DBN\_SOW\_080

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TRANSNET

**DOCUMENT AUTHORITIES**

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Reviewed by	Thambi Mlotshwa
Designation	LBM (Coaches)
Signature	<i>[Signature]</i> 21/11/2022
Reviewed by	Mthandeni Nzuma
Designation	Acting LBM (Bayhead Wagons)
Signature	<i>[Signature]</i> 21/11/2022
Reviewed by	Sophi Ramkund
Designation	Engineering Manager
Signature	<i>[Signature]</i>
Reviewed by	Mike Goleant
Designation	OPS Manager (BT Locomotives)
Signature	<i>[Signature]</i> 18/11/2022
Reviewed by	Roshen Samiail
Designation	Acting Business Manager (WDD)
Signature	<i>[Signature]</i>
Reviewed by	Khumbudzo Netshixhango
Designation	LBM (Wheels)
Signature	<i>[Signature]</i> 21/11/2022
Reviewed by	Mphahlelu Nxumalo
Designation	LBM (RSE)
Signature	<i>[Signature]</i> 21/11/2022
Reviewed by	Pat Pather
Designation	Maintenance Manager
Signature	<i>[Signature]</i> 21/11/2022
Reviewed by	Jashu Motang
Designation	Technical Manager (Product Development)
Signature	<i>[Signature]</i> 21/11/2022
Reviewed by	Mohamed Dawood
Designation	LBM (Wagons - Main Centre)
Signature	<i>[Signature]</i>
Approved by	Linda Ndaba
Designation	Maintenance Manager
Signature	<i>[Signature]</i> 25/11/2022

Signature of Bidder's: \_\_\_\_\_

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

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## 1. INTRODUCTION / SCOPE OF WORK

This scope of work is for the:

#	TASK	REQUIRED
1	Assessment	
2	Repairs	✓
3	Servicing	✓
4	Replacement	✓
5	Testing	✓
6	Delivery	
7	Documentation	✓
8	Installation	
9	Training	
9	Issue COC	

Of the specified:

#	ITEM	REQUIRED
1	Supply, delivery, repair, replace and test heavy duty workshop doors at various Transnet Engineering Depots.	✓
2	Submission of project completion documents.	✓

**Any omissions or sub-standard requirements of this scope of work must be brought to the attention of Transnet Engineering at tender stage and optional prices for addressing such omissions must be provided.**

- This scope of work states the minimum requirements relating to the project and in no way absolves the contractor from the responsibility for sound engineering practice.

## 2. SITE INSPECTION

- 2.1 All prospective contractors shall be required to undertake a compulsory site inspection to fully acquaint themselves with all aspects involved.
- 2.2 Arrangements to visit the site and confirmation of the date and time of the site inspection shall be made with Transnet Engineering Contract Manager.
- 2.3 The site inspection certificate shall be completed and countersigned by the Contract Manager on the day of the visit and must be submitted with the tender documents.

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### 3. INFORMATION REQUIRED

- 3.1 Offers will not be considered unless full particulars and sufficient literature are provided at the tendering stage to enable Transnet Engineering Technical Officers the opportunity to assess each technical offer properly.
- 3.2 Prospective Contractors will complete the relevant questionnaire in full and must indicate whether their offer complies with each item of the scope of work.
- 3.3 Should there be insufficient space for furnishing full details; contractors shall provide the additional details in their covering letter. The additional details shall be numbered in accordance with the applicable clause specified in the scope of work.
- 3.4 As prospective contractors are considered to be experts in their field, they are obliged to identify any shortcomings, such as omissions or sub-standard requirements, to the completeness of this scope of work. These must be brought to the attention of Transnet Engineering at tender stage with alternatives to address these shortcomings. However, each offer shall be quoted for separately.

### 4. TECHNICAL REQUIREMENTS

The work must be done in accordance with (but not limited) the following legislations regulations and standards:-

**The following legislations, regulations and codes must be complied with:-**

- **The Occupational Health and Safety Act – Act 85 of 1993.**

- 4.1 Except where otherwise provided for in the scope of work, all materials offered will comply with the requirements of the relevant standard specifications of the SABS or SANS, if published.
- 4.2 Where materials offered complies with the recognized standards of the country of manufacture and not specifically with the standards required by this scope of work, such materials will be considered at the discretion of Management. In this case, tenders shall state fully all respects in which the materials depart from the standard laid down in this scope of work.

### 5. SPECIFIC REQUIREMENTS

**Any person with the intention of procuring the material shall ensure that the information below is complied with. The requirements are binding.**

#### 5.1 Environment

- Indoors.

#### 5.2 Supply and Delivery

- The materials shall be supplied and delivered at Transnet Engineering.

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## 5.3 Scope of work

Item no.	REQUIREMENTS	Complying Yes (if complying) No (if not complying)
5.3.1	This scope of work shall be read with Annexure 1 (Transnet Engineering Safety, Health and Environmental Management specification) and contractor management SOP 014. Bidders shall include costs of compliance.	
5.3.2	Supply, delivery, repair, replace and test heavy duty workshop doors at various Transnet Engineering Depots.	
5.3.3	Supply all required materials.	
5.3.4	All new steel materials shall be galvanized in accordance with SANS 121. The repaired materials shall be de-rusted, cold galvanized, primed and painted with 2 coats of steel paint.	
5.3.5	<b>Automate the workshop doors by connecting the existing door motor if it is still working and it is in good condition.</b>	
5.3.6	<b>Automation motor specification</b> 400/230v, 50hz, 0.7 power factor, 3Amps, IP54.	
5.3.7	All doors and associated parts shall be fully functional on handover, otherwise the contractor will re-do work at no cost to Transnet Engineering.	
5.3.8	Currently the roll-up doors have individual numbers, if any of panels or slats are removed, ensure that doors are repainted or numbered with original numbers.	
5.3.9	Doors samples are site, if a door has to be replaced, replace like with the like. Use the same specification as the existing door. Doors to be equipped with T bars at the bottom.	
5.3.10	All doors to be painted with safety hazard chevron orange and black colors.	
5.3.11	Work shall be fully completed. On completion, all doors shall be fully functional. All doors shall be lockable, provision for heavy duty padlocks shall be done on each door.	

## 5.4 Workshop doors to be repaired or replaced.

## 5.4.1 Bay 32

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Steel prime and 2 paint coats	New door mechanism or repair existing door mechanism	Install new motor and automate the door	New panels or repair and tighten the door panels	Replace the canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.1.1	Bay 32, Door A Bluff side	No	No	No	No	No.	Yes, supply and install motor and automate the door	No	No	No	

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Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Tighten, secure, prime and paint 2 coats.	Repair door mechanism	Install new motor	Repair and tighten the door panels	Replace the canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.1.2	Bay 32, Door B Bluff side	No	No	No	No	No.	Yes, supply and install motor and automate the door.	No	No	No	
5.4.1.3	Bay 32, Door B, Rosburgh side	No	Yes, install 8 slats and T/bar.	Yes	Yes	Install new mechanism. Ensure that electrical automation is working.	No	No	Yes	Yes	
5.4.1.4	Bay 32, Door C, Rosburgh side.	Yes	Yes	Supply and install new rails.	No	No, install new.	Yes, supply and install motor and automate the door.	No, all parts shall be new.	No, all parts shall be new.	No, all parts will be new.	

## 5.4.2 Bay 33

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Tighten, secure, prime and paint 2 coats.	Repair door mechanism	Install new motor	Repair and tighten the door panels	Replace the canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.2.1	Bay 33, Door A Bluff side	No	Yes, replace 18 slats and install the T/bar.	Yes	Rails, canopy.	Install new mechanism. Ensure that electrical automation is working.	Yes	No	Yes	Yes	
5.4.2.2	Bay 33, Door C, Bluff side	Yes	Yes.	Yes	Paint with chevron	Install new mechanism. Ensure that electrical automation is working.	No	No	Yes	All parts will be new.	

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Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Tighten, secure, prime and paint 2 coats.	Repair door mechanism	Install new motor	Repair and tighten the door panels	Replace the canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.2.3	Bay 33, Door A, Rossburgh side	Yes	Yes	No, all parts will be new.	Yes	Install new mechanism. Ensure that electrical automation is working.	No	No	Yes	All parts will be new.	
5.4.2.4	Bay 33, Door B, Rossburgh side	Yes	Yes	No, all parts will be new.	Yes	Install new mechanism. Ensure that electrical automation is working.	No	No	Yes	All parts will be new.	
5.4.2.5	Bay 33, Door C, Rossburgh side	Yes	Yes	No, all parts will be new.	Yes	Install new mechanism. Ensure that electrical automation is working.	No	No	Yes	All parts will be new.	

## 5.4.3 Bay 36

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Tighten, secure, prime and paint 2 coats.	Repair door mechanism	Install new motor	Repair and tighten the door panels	Replace the canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.3.1	Bay 36, Door A, Rossburgh side	Yes	Yes	No, all parts will be new.	Yes	Install new mechanism. Ensure that electrical automation is working.	Yes	No	Yes	All parts will be new.	
5.4.3.2	Bay 36, Door B, Rossburgh side	Yes	Yes	No, all parts will be new.	Yes	Install new mechanism. Ensure that electrical automation is working.	No	No	Yes	All parts will be new.	
5.4.3.3	Bay 36, Door C, Rossburgh side	Yes	Yes	No, all parts will be new.	Yes	Install new mechanism. Ensure that electrical	No	No	Yes	All parts will be new.	

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						automation is working.					
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## 5.4.4 Bay 40

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	Replace the canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.4.1	Bay 40, Door A, Bluff side	No	Yes, replace 10 slats and install a T/BAR.	Yes	Install new mechanism.	Yes	Yes	Yes	
5.4.4.2	Bay 40, Door B, Bluff side	No	Yes, replace 10 slats and install a T/BAR.	Yes	Install new mechanism.	Yes	Yes	Yes	
5.4.4.3	Bay 40, Door C, Bluff side	No	Yes.	Yes	Install new mechanism.	No	Yes	No	

## 5.4.5 Bay 41

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	Replace the canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.5.1	Bay 41, Door A, Bluff side	No	Yes, replace 10 slats and install a T/BAR.	Yes	Install new mechanism.	Yes	Yes	Yes	
5.4.5.2	Bay 41, Door B, Bluff side	No	Yes, replace 10 slats and install a T/BAR.	Yes	Install new mechanism.	Yes	Yes	Yes	
5.4.5.3	Bay 41, Door C, Bluff side	Yes	Yes.	Yes	Install new mechanism.	No	Yes	All parts will be new.	

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## 5.4.6 Bay 42

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.6.1	Bay 42, Door A, Bluff side	No	Yes, replace 10 slats and install a T/BAR.	Yes	Install new mechanism and new motor.	Yes	Repair, install new motor	Yes	
5.4.6.2	Bay 42, Door B, Bluff side	No	Yes, replace 10 slats and install a T/BAR.	Yes	Install new mechanism and new motor.	Yes	Repair, install new motor	Yes	

## 5.4.7 Bay 46

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.7.1	Bay 46, Door B, Bluff side	No	Yes, replace ALL slats and install a T bar	Yes	Install new mechanism and new motor.	Yes	Repair, install new motor	Yes	
5.4.7.2	Bay 46, Door B, Rosburgh side	No	Install a T bar	Yes	Install new mechanism, no motor and no automation.	Yes	Repair,	Yes	

## 5.4.8 Bay 7

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	Replace or Repair Rails and casings for balance weights	Service the door	Complying Yes (if complying) No (if not complying)
5.4.8.1	Bay 7, opp. bay 2.  Door no. 1.7.5 (this is a jack knife door).	No	Yes, replace the door panels.	Yes	Install new mechanism. Replace all rollers, slings and ensure counter weights are attached/fastened/strengthened to slings and attachments are in good order.	Yes	Repair	Yes	

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Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	Replace or Repair Rails and casings for balance weights	Service the door	Complying Yes (if complying) No (if not complying)
5.4.8.2	Bay 7, opp. bay 16.  Door no. 1.7.2  (this is a jack knife door).	No	Yes, replace the door panels.	Yes	Install new mechanism. Replace all rollers, slings and ensure counter weights are attached/fastened/strengthened to slings and attachments are in good order.	Yes	Repair	Yes	

**5.4.9 Bay 2**

Item no.	Door no.	Replace the whole door	Replace or repair Door rail	Replace door rollers, brackets, nuts and bolts	Replace the door mechanism	Repairs of door panels, straighten	Slings	Connections - rollers, slings and balance weights	Prepare, prime, and 2 coats paint	Complying Yes (if complying) No (if not complying)
1.	15.2.7	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
2	15.2.6	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
3.	15.2.5 RSD	No	No	No	No	No	No	No	No	
4	15.2.4 RSD	No	No	No	No	No	No	No	No	
5	15.2.3	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
6	15.2.2 RSD	No	No	No	No		Replace	Ensure proper connections	Yes	
7	15.2.1	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
8	4.5.2.4	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
9	4.5.2.3	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
10	4.5.2.2	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
11	4.5.2.1	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
12	7.2.16	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
13	7.2.15	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
14	7.2.14	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
15	7.2.13	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
16	7.2.12	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	

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Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	Replace or Repair Rails and casings for balance weights	Service the door	Complying Yes (if complying) No (if not complying)	Item no.
17	7.2.11	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
18	7.2.10	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
19	7.2.9	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
20	7.2.8	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
21	7.2.7	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
22	7.2.6 RSD	No	No	No	No	No	No	No	No	
23	7.2.5	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
24	7.2.4	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
25	7.2.3	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	
26	7.2.2	No	Repair	Yes	Yes	Yes	Replace	Ensure proper connections	Yes	

## 5.4.10 Bay 1

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.10.1	Bay 1, Door A, Rossburgh side.	No	Yes, replace 61 slats and T bar.	Yes	Repair	No	Repair. Prepare and paint the canopy.	Yes	
5.4.10.2	Bay 1, Door C, Rossburgh side.	No	Yes, replace 16 slats and T bar.	Yes	Repair	No	Repair. Prepare and paint the canopy.	Yes	

## 5.4.11 Bay 2

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.11.1	Bay 2, Door A, Rossburgh side.	No	Yes, replace 40 slats and T bar.	Yes	Repair	No	Repair. Prepare and paint the canopy.	Yes	

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## 5.4.12 Bay 16

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.12.1	Bay 16, Door A, Opposite bay 8 and bay 9.	No	No	Yes	Repair	No	No	Yes	
5.4.12.2	Bay 16, Door B, Opposite bay 8 and bay 9.	No	No	Yes	Repair	No	No	Yes	
5.4.12.3	Bay 16, Door C, Opposite bay 8 and bay 9.	No	No	Yes	Repair	No	No	Yes	
5.4.12.4	Bay 16, Door D, Opposite bay 8 and bay 9.	No	No	Yes	Repair	No	No	Yes	
5.4.12.5	Bay 16, Door E, Opposite bay 8 and bay 9.	No	No	Yes, Straighten door frame and panels	Repair	Yes	No	Yes	
5.4.12.6	Bay 16, Door F, Opposite bay 8 and bay 9.	No	Yes, replace 5 slats and T bar	Yes	Repair	No	No	Yes	

## 5.4.13 Bay 18

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.13.1	Bay 18, Bluff side.	No	Yes, replace 5 slats and T bar	Yes	Repair	No	No	Yes	

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## 5.4.14 SOE

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.14.1	SOE, Opposite dump site for flood soil.	No	Yes, replace 35 slats and T bar. De-rust prime and paint.	No	Repair	No	No	Yes	
5.4.14.2	SOE, Opposite dump site for flood soil.	No	Yes, replace 38 slats and T bar. De-rust prime and paint.	No	Repair	No	No	Yes	

## 5.4.15 Bay 21

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.15.1	Bay 21, Bluff side, Door A.	Yes, remove the existing scissor door and install the roller shutter door	Yes.	No, supply new rails.	Supply and install new mechanism.	No	Supply and install new canopy.	All equipment will be new.	
5.4.15.2	Bay 21, Bluff side, Door B.	No, repair the existing door.	No.	Yes	Repair	No	No,	yes	

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Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	Replace or Repair Rails and casings for balance weights	Service the door	Complying Yes (if complying) No (if not complying)
5.4.15.3	Bay 21, Rossburgh side, Door A. No. 16.21.4	Yes, remove the existing scissor door and install the roller shutter door	Yes.	No, supply new rails.	Supply and install new mechanism.	No	Supply and install new canopy.	All equipment will be new.	
5.4.15.4	Bay 21, Rossburgh side, Door B.	No, repair the existing door.	Yes, replace 7 slats and T bar.	Repair.	Repair	Yes	Paint	Yes	
5.4.15.5	Bay 21, Rossburgh side, Door C. No. 16.21.6	Yes, remove the existing scissor door and install the roller shutter door	Yes.	No, supply new rails.	Supply and install new mechanism.	No	Supply and install new canopy.	All equipment will be new.	

## 5.4.16 Bay 22

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.16.1	Bay 22, Rossburgh side, Door A.	No.	Yes, replace 10 bottom slats and a T bar.	Yes	Yes	No	Yes, repair and paint canopy	Yes	
5.4.16.2	Bay 22, Rossburgh side, Door B.	No	No	Yes	No	No	No	Yes	
5.4.16.3	Bay 22, Rossburgh side, Door C.	No.	Yes, replace 10 bottom slats and a T bar.	Yes	Yes	No	Yes, repair and paint canopy	Yes	

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## 5.4.17 Bay 47

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.17.1	Bay 47, Rosburgh side, one and only door on this side	Yes, remove the existing door and install the roller shutter door	Yes.	No, supply new rails.	Supply and install new mechanism.	No	Supply and install new canopy.	All equipment will be new.	

## 5.4.18 Bay 46

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.18.1	Bay 46, Rosburgh side, Door A.	No.	No	No	Yes	No	Yes, repair and paint canopy	Yes	
5.4.18.2	Bay 46, Rosburgh side, Door C.	No.	No.	No	Build a door limit on top to block the door from further opening when it has reached a certain height (whilst opening), to prevent the door from opening all the way up	No	Re-install the canopy, it is lying on the floor	No	
5.4.18.3	Bay 46, Bluff side, Door B.	No.	No	No	Replace the door mechanism and connect the existing motor to automate the door.	No	Replace the canopy set.	Yes	

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## 5.4.19 Bay 43

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.19.1	Bay 43, Bluff side, Door B.	Yes, remove the existing scissor door and install the roller shutter door	Yes.	No, supply new rails.	Supply and install new mechanism.	No	Supply and install new canopy.	All equipment will be new.	

## 5.4.20 RM and ELD Depots

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.20.1	UFL, Southern side.	Yes	Replace all slats and T bar	Yes	Yes, Restore electrical automation	No	All equipment will be new	Yes	
5.4.20.2	UFL, Northern side.	Yes	Replace all slats and T bar	Yes	Yes, Restore electrical automation	No	All equipment will be new	Yes	
5.4.20.3	ELD	No	Install 25 slats to fill existing gap.	Yes	Yes.	No	No	Yes	
5.4.20.4	RM	No	Yes, Replace 45 slats.	Yes	Yes	No	No	Yes	
5.4.20.5	RM, main door next to wash bay.	No	No	Yes	Yes.	No	No	Yes	
5.4.20.6	RM, between repair shop and armature shop.	No	No	Yes	Yes.	No	No	Yes	
5.4.20.7	Main entrance – RM and ELD	No	Yes, Replace 25 slats.	Yes	Yes.	No	No	Yes	
5.4.20.8	RM Stores (Barnes) opp. Diesel tank.	No	Use the existing.	Yes	Yes.	No	No	Yes	
5.4.20.9	Compressor exhaust section	No	Yes, Replace 30 slats.	Yes	Install new mechanism.	No	Yes	Yes	

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Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.20.10	Next to flooded bakkie	No	Use the existing.	Yes	Install new mechanism.	No	Yes	Yes	
5.4.20.11	Coil shop – door 1	No	Yes. Replace 10 slats.	Yes	Install new mechanism.	No	Yes	Yes	
5.4.20.12	Coil shop – door 2	No	Yes. Replace 18 slats.	Yes	Install new mechanism.	No	Yes	Yes	

## 5.4.21 Wentworth Depot

Item no.	Bay no. and door no.	Replace the whole door	Replace the door slats / panels	Repair the door rails	Repair door mechanism or install new door mechanism	Repair and tighten the door panels	The canopy set (springs, barrels, hanger rings, etc)	Service the door	Complying Yes (if complying) No (if not complying)
5.4.21.1	Main workshop	Yes	Yes	Yes	All equipment will be new	All equipment will be new	All equipment will be new	All equipment will be new	
5.4.21.2	Main workshop	Yes	Yes	Yes	All equipment will be new	All equipment will be new	All equipment will be new	All equipment will be new	
5.4.21.3	Main workshop	Yes	Yes	Yes	All equipment will be new	All equipment will be new	All equipment will be new	All equipment will be new	
5.4.21.4	Lifting workshop	Yes	Yes	Yes	All equipment will be new	All equipment will be new	All equipment will be new	All equipment will be new	
5.4.21.5	Lifting workshop	Yes	Yes	Yes	All equipment will be new	All equipment will be new	All equipment will be new	All equipment will be new	

## 5.5 Testing

- All prescribed tests shall be carried out.
- TE also reserves the right to carry out any check tests on the equipment.
- Notwithstanding the successful completion of tests, the contractor will still be responsible for the efficient operation of the equipment.
- A testing period of 1 month (744 hours for 24/7 shifts and 248 hours for 8 hour shifts) this shall depend on what shift the business requiring the specified works. Confirmation shall be given on site visits and captured minutes.
- No work will be accepted by Transnet without the satisfaction of the conditions above.

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#### 5.6 Warranty

- The warranty period for new doors shall be for 2 years.
- The warranty period for repaired doors shall be for 6 months.
- Any latent defects that become apparent during the warranty period shall be rectified to the satisfaction of Transnet Engineering at the cost of the supplier.

#### 6. OTHER INFORMATION RELATED TO THE SCOPE

- 6.1 This scope of work states the minimum requirements relating to the work and in no way absolves the contractor from responsibility for sound engineering practice. Any omissions or sub-standard requirements of this scope of work must be brought to the attention of Transnet Engineering at tender stage and optional prices for addressing such omissions must be provided.
- 6.2 Any matter relating to this work, which requires a decision from Transnet Engineering shall be presented to the Project Manager in charge.
- 6.3 All offers shall be completed in every respect with this scope of work. Only completed tenders shall be considered.
- 6.4 The Technical Officer reserves the right to have the proposal checked independently by a third party.
- 6.5 Tenders must allow for monthly progress and clarification meetings on site initially and after commissioning for defect meetings when required. A meeting will be held after issuing of the tender to establish the exact scope and magnitude of the contract. No tender will be considered unless it has this certificate signed by the Engineer or his representative(s).

#### 7. HEALTH AND SAFETY REQUIREMENTS

- 7.1 All equipment whether detailed in this scope of work or not shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993 as amended and all other applicable legislation including specific set of regulations and local authority bylaws where applicable.
- 7.2 All the necessary safety equipment such as guards over rotating equipment shall be supplied and the equipment shall comply fully with all the requirements of the South African Occupational Health and Safety Act, Act 85 of 1993 and all other applicable legislation including specific set of regulations and local authority bylaws where applicable. At all times during the manufacture, assembly and testing of the equipment the contractor will be responsible for the safety of all persons on site and the equipment.

#### 7.3 SHE SPECIFICATION

Prior to commencement of contract, the contractor shall be issued with a SHE specification in order to compile a SHE file in line with TE requirements. Prior to establishing on site, it is an explicit requirement of this contract that all of the Contractor's personnel directly involved with this contract, including those of sub-contractors, attend a Safety induction course.

Transnet will provide the course free of charge and attendance is compulsory for all personnel under the control of the Contractor who, during the duration of the contract, will be present on site whether on a full time or adhoc basis.

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The contractor must allow for all additional charges because of these requirements as no claims for extras will be accepted in connection with the foregoing.

#### 7.4 As part of the legislative and TE SHE requirements.

The successful contractor is required to conduct a Risk assessment to ascertain all potential risks associated with this project.

The completed risk assessment is to be formally submitted to the Risk department via the project manager at least two weeks prior to the commencement of the actual project. A safety file and associated documents will be required from a successful tenderer and such will be communicated by the Risk department.

#### 7.5 Requirements for prevention of Covid-19

7.5.1 COVID-19 Safety Plan.

7.5.2 Daily Screening questionnaire.

7.5.3 Return to work induction register

- Induction Presentation/TE will also conduct the COVID-19 induction.

7.5.4 COVID-19 Employee questionnaire checklist.

7.5.5 Fitness Certificates.

7.5.6 Risk Assessments register.

7.5.7 COVID-19 PPE issue register/sanitizer.

#### 8. SPECIALIST SUB-CONTRACTORS

8.1 Only specialist sub-contractors who have previously successfully completed work of the type and extent specified in this document should be engaged.

The tenderer shall provide the technical officer with sufficient proof of having suitable experience regarding the design and manufacturing of similar equipment. To this end, complete and detailed reference list shall be submitted with the tender. Reference list shall include addresses as well as contact person who may be visited for inspection of the equipment during the adjudication period.

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

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

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

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

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## 9. MATERIAL AND WORKMANSHIP

- 9.1 The equipment shall be offered complete in all respects.
- 9.2 The equipment, as made and supplied, shall be complete in every respect, of modern design, using the most advanced proven technology extensively supported by reputable local companies, and be built to good engineering practices. Tenderers shall supply a list of all the main components proposed as well as the addresses of the local support companies
- 9.3 The equipment shall be adequately protected against damage and corrosion during shipping, transport and storage.

## 10. GENERAL REQUIREMENTS

Operation will be in the following conditions:

Altitude	Sea level
Ambient temperature	0°C to 45°C
Relative humidity	50% to 100%
Atmosphere	Heavy saline

- 10.1 Tenderers shall indicate clause-by-clause either that they comply in every respect with the specific requirements, or if not, exactly how it differs.

## 11. DEFINITIONS AND ABBREVIATIONS

CLIENT	Transnet Engineering Durban
TECHNICAL OFFICER	Project Manager, Transnet Engineering Durban
CONTRACTOR	Contractor appointed under this contract
SABS	South African Bureau of Standards
SANS	South African National Standards
DOOR RAIL	means door guide
T BAR	means bottom plate
CANOPY	means hood plate
REPAIR DOOR RAILS	means remove door rails, de-rust, weld, straighten, galvanize, grease and reinstall.
SERVICE THE DOOR	means remove and clean dirt, test the opening and closing mechanism, ensure 100% functionality of mechanism, rails, ensure that slats and T bars close and no gaps are left open at the bottom and sides. Ensure good lubrication.
REPLACE SLATS	means replacement of broken, dented, missing and permanent skewed slats.

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**REPAIR**

**MECHANISM** Install new mechanism replace all rollers, slings and ensure counter weights are attached/fastened/strengthened to slings and attachments are in good order. **This is for scissors door and jack knife doors**

**REPAIR**

**MECHANISM** Install new mechanism replace the canopy components set, ensure that the door open and close properly and it is not skewed.

**12. GENERAL**

- 12.1 The successful tenderer will be subjected to a workshop inspection by Transnet Engineering, to ensure that the facilities are to the satisfaction of the Transnet Engineering in terms of the quality control and equipment capabilities for manufacturing such type of equipment.
- 12.2 The tenderers shall guarantee that the rating and size etc. of the equipment offered, will be adequate to perform the duties required.

**13. SITE ESTABLISHMENT**

- 13.1 The contractor shall be solely responsible for safety of his staff and for providing security to safeguard his works and material on site, until such a time.
- 13.2 The contractor shall be required to attend site meetings when convened by the Project Leader controlling the contract.
- 13.3 The contractor will be responsible for any damages caused by his staff to the building and civil works on site.

**14. PENALTY CLAUSES**

- 14.1 Due to the criticality of this project, penalties will be levied for late deliveries.

**15. CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) REGISTRATION**

The Tenderers to be appointed under this Project must be registered with the **CIDB Grading of 3GB or above**. To this end, Transnet Engineering Durban does not award Projects to any company without proof of this registration.

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**16. SCHEDULE OF PRICES:**

All prices **exclude Vat** and additional items listed (with prices) shall be clearly labelled as optional or essential.

Item	Unit	Price per item	Qty	Price
<b>Total (Excl. VAT) to tender form</b>			<b>Qty</b>	<b>R</b>

Tenderer: \_\_\_\_\_ Date: \_\_\_\_\_  
Witness 1: \_\_\_\_\_ Date: \_\_\_\_\_  
Witness 2: \_\_\_\_\_ Date: \_\_\_\_\_

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### 17. TENDER EVALUATION CRITERIA

The following criteria will be used to award the tender. Should there be a criteria over and above the listed below, that will be used, such criteria will be specifically stated.

No.	<u>Pre-Qualification Criteria</u> <b>TECHNICAL DESCRIPTION</b> (The technical evaluation will be used as a threshold. All bidders who do not meet the minimum threshold of 80% will not proceed to the final stage of evaluation.)	Weightings
17.1	<b>1.1 Project Plan and Final Lead time</b> 1.1.1 Project Plan final Lead time equals/less than 2 months – 15 points 1.1.2 Project Plan final Lead time more than 2 months but equal/less than 2 and half months –10 points 1.1.3 Project Plan final Lead time greater than 2 months – 5 points (Note: Project Plan must be submitted in either excel or MS project format)  <b>1.2 Organogram</b> 1.2.1 Submitted organogram showing list of key employees (and their credentials) that will work on this project. –5 points 1.2.2 No submitted organogram/ submitted organogram with irrelevant information –0	20 points
17.2	<b>Compliance to scope of work</b> 2.1 Comply to scope of work –30 points 2.2 Non-compliance to scope of work (including not fully completed bid document). –0	30 points
17.3	<b>Specific knowledge relating to projects of this nature</b> 3.1 Previous experience of supplying, installation of industrial roll up (shutter) doors (only completed projects) in the past 5 years, with contactable references. Bidders to attach reference letters (in clients letterheads) from previous clients, with contactable contact persons.  3.1.1 3 or more submitted – 50 points 3.1.2 2 submitted – 25 points 3.1.3 1 submitted –10 points 3.1.4 0 submitted –0	50 points
<b>Total Weighting:</b>		<b>100 points</b>
<b>Minimum qualifying score required:</b>		<b>80 points</b>

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#### 18. VERIFICATION OF COMPLIANCE TO THE SCOPE OF WORKS

ITS IS MANDATORY FOR ALL THE SUPPLIERS/BIDDERS TO COMPLETE THIS FORM. AN INCOMPLETE FORM WILL RESULT IN DISQUALIFICATION.

No.	Heading/Subsection	Comply			Comment
		Yes	No	N/A	
4.	Technical Requirements				
5.	Specific requirement				
5.1	Environment				
5.2	Supply and delivery				
5.3	Scope of work				
5.6	Warranty				
7.	Health and safety requirements				
14.	Penalty clauses				

**TENDERERS: PLEASE NOTE THAT YOUR TENDER WILL BE REJECTED IF ANY OF THE ABOVE ITEMS ARE OMITTED OR NOT FILLED.**

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