

Transnet Property

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No TP/2023/07/0004/37465/RFQ

FOR THE APPOINTMENT OF A SUPPLIER FOR THE SUPPLY AND DELIVERY OF THE DESIRED MATERIALS, SPARES AND CONSUMABLES ON AN "AS AND WHEN" BASIS FOR VARIOUS TRANSNET PROPERTY SITES IN THE (EASTERN CAPE REGION) PORT ELIZABETH TO NOUPOORT TO KNYSNA FOR A PERIOD OF 12 MONTHS

ISSUE DATE: 28 JULY 2023

CLOSING DATE: 08 AUGUST 2023

CLOSING TIME: 16:00 PM

Note to the bidders:

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TP/2023/07/0004/37465/RFQ	ISSUE DATE:	28 July 2023	CLOSING DATE:	08 August 2023	CLOSING TIME:	16:00 PM
DESCRIPTION	FOR THE SUPPLY AND DELIVERY OF THE DESIRED MATERIALS, SPARES AND CONSUMABLES ON AN "AS AND WHEN" BASIS FOR VARIOUS TRANSNET PROPERTY SITES IN THE (EASTERN CAPE REGION) PORT ELIZABETH TO NOUPOORT TO KNYSNA FOR A PERIOD OF 12 MONTHS						
BID RESPONSE DOCUMENTS SUBMISSION							
Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system. RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED. The Transnet e-Tender Submission Portal can be accessed as follows: - Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use Google Chrome to access Transnet link/site free of charge); - Click on "ADVERTISED TENDERS" to view advertised tenders; - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information); - Click on "SIGN IN/REGISTER" - to sign in if already registered; - Toggle (click to switch) the "Log an Intent" button to submit a bid; - Submit bid documents by uploading them into the system against each tender selected. - No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Annette Herholdt			CONTACT PERSON	Annette Herholdt		
TELEPHONE NUMBER	021 940 2939			TELEPHONE NUMBER	021 940 2939		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	annette.herholdt2@transnet.net			E-MAIL ADDRESS	annette.herholdt2@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
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)

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

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

2 Formal Briefing

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 3 [*Communication*] below:

3 Communication

- 3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [**Annette Herholdt**] before **14:00 pm on 04 August 2023**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 3.4 Respondents may also, at any time after the closing date of the RFQ, communicate with TPProcurement@transnet.net on any matter relating to its RFQ response:
- 3.5 All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form.

4 Legal Compliance

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

5 Employment Equity Act

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

6 Changes to Quotations

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

7 Binding Offer

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

8 Disclaimers

- 8.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:
 - modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
 - reject any Quotation which does not conform to instructions and specifications which are detailed herein;
 - disqualify Quotations submitted after the stated submission deadline;

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

9 Specification/Scope of Work

Refer to Annexure A : Specification / Scope of Work.

10 Legal review

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

11 Security clearance

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

12 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted

from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

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

13 Tax Compliance

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

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

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

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

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

TIP-OFFS ANONYMOUS:



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

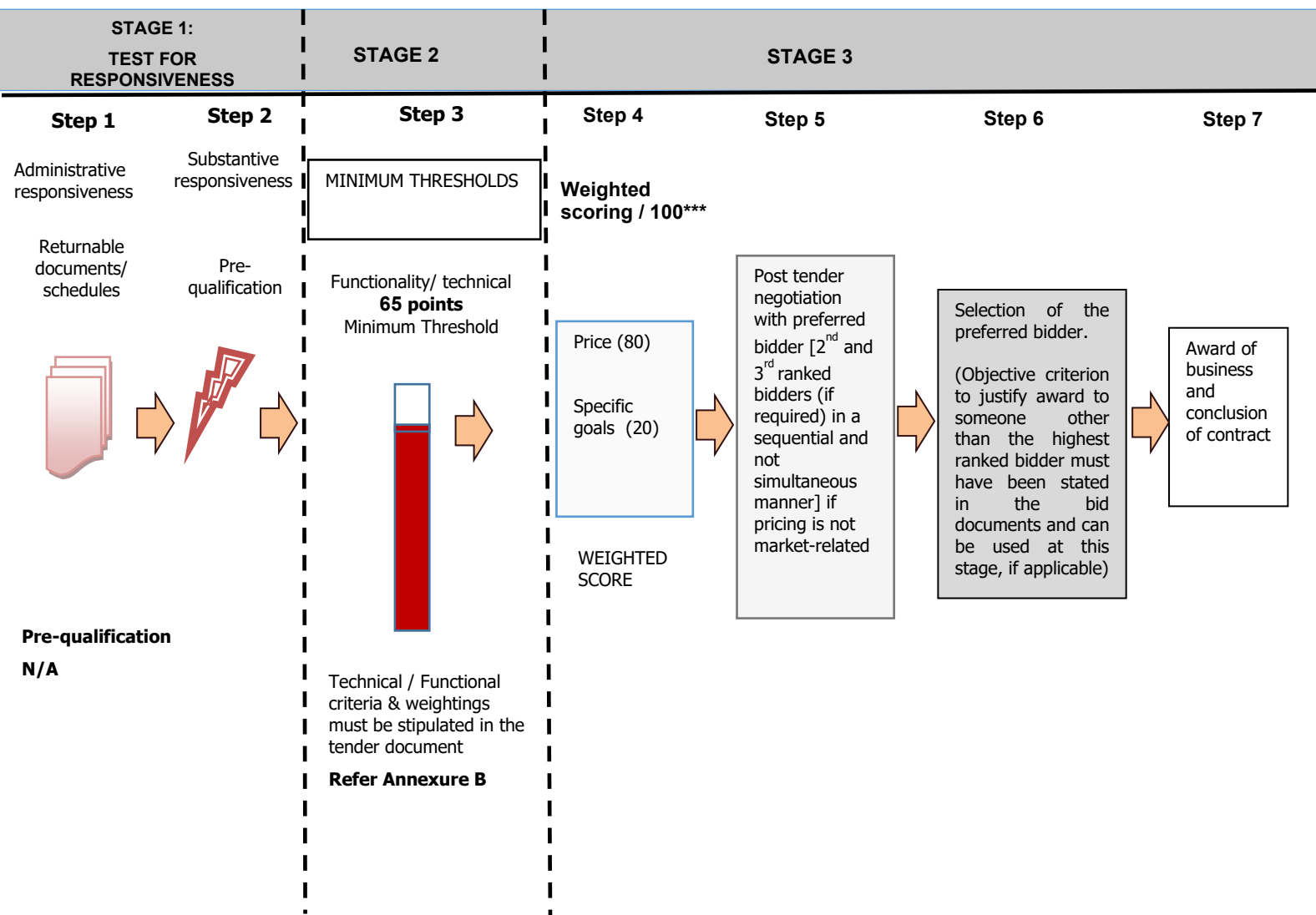
				
	AI Voice Bot "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.	What's App Speak to an Agent via What's App.	Speak to an Agent Speak to an Agent via the platform with no call or data charge	Telegram Speak to an Agent via Telegram
 0800 003 056	 086 551 4153	 reportit@ethicshelpdesk.com	 *120*0785980808#	

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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



1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
Whether any general and legislation qualification criteria set by Transnet, have been met	<i>All sections</i>
Whether the Bid contains a priced offer	<i>Section 4</i> <i>Annexure C - Pricing Schedule</i>
Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>

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

1.3 STEP THREE: Minimum Threshold 65 points for Technical Criteria

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

Technical Evaluation Criteria	Points Weightings
Supplier's Warranty Policy	30
Experience with supply of Material, spares and consumables	40
Delivery lead time	30
Total Weighting:	100
Minimum qualifying score required:	65

A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to **Annexure B**.

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

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

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

Evaluation Criteria	RFP Reference
Commercial offer	<i>Section 4</i>
- Commercial discounts¹ - Price adjustment conditions / factors - Exchange rate exposure - Disbursements	<i>Section 4</i>

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

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

Where:

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

b) **Specific Goals** [Weighted score 20 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 3.1 of the specific goals Claim Form.

1.5 STEP FIVE: Post Tender Negotiations (if applicable)

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

1.6 STEP SIX: Objective Criteria (if applicable)

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

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return On Investment;

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected

- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- the tenderer:
- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data and
- is able, in the option of the employer to perform the contract free of conflicts of interest.
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
- the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
- a due diligence to assess functional capability and capacity. This could include a site visit;
- A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
- Reputational and Brand risks

1.7 STEP SEVEN: Award of business and conclusion of contract

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

2 Validity Period

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

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

3 Disclosure of contract information**Prices Quoted**

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

Johannesburg Stock Exchange Debt Listing Requirements

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

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

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

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

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

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

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

4 Returnable Documents

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

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

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

a) Mandatory Returnable Documents

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 4 – Annexure C : Quotation Form / Pricing Schedule	

b) Returnable Documents Used for Scoring

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

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
ANNEXURE B: Technical Submission	
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 7 of this RFP	

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Suppliers Warranty Policy	
Experience with supply of Material, spares and consumables	
Delivery lead time	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1: SBD1 Form	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: Specific Goals Points Claim Form	
SECTION 8: Protection of Personal Information	
SARS TCC and Verification PIN	
CSD Registration Report	

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SECTION 4

QUOTATION FORM

I/We _____

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

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

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

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

Price Schedule

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

Please refer to **Annexure C – Pricing Schedule**

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

Notes to Pricing:

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

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

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

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

Respondent's Signature

Date & Company Stamp

SECTION 5

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....
.....

14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the

³ 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.

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

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

SECTION 7: SPECIFIC GOALS POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Either the 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution.
 - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR LEVEL 1 OR 2	10
+50% Black Youth Owned Entities	10
Total points for Price and Specific Goals must not exceed	100

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- $P_{\min}$ = Comparative price of lowest acceptable bid

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
+50% Black Youth Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME⁴	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise

that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.

2.

Resp

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION 8

PROTECTION OF PERSONAL INFORMATION

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

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

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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

ANNEXURES

- "A" Scope of Works**
- "B" Technical Evaluation**
- "C" Pricing Schedule**
- "D" Standard Terms & Conditions**

Schedule 1 – Schedule of Requirements for T's & C's

- "E" General Bid Conditions**
- "F" Non-Disclosure Agreement**
- "G" Supplier Integrity Pact**

ANNEXURE A : SCOPE OF WORKS

Definitions:

In this Scope of Work:-

1. **"acts"** means – all legislation which governs any aspect of this Agreement including without limitation the Agricultural Remedies and Stock Remedies Act 36 of 1947 (as amended), the Environmental Conservation Act 73 of 1989 (as amended), the Hazardous Substance Act 15 of 1973 (as amended).
2. **"existing equipment"** means all existing equipment supplied to or made available by Transnet Property to the Supplier within or on the Premises;
3. **"high risk areas"** refers to toilets and ablution facilities, all kitchens and mess facilities, all electricity distribution boxes and ducts, all cable ducts and trays, all air-conditioning ducts, all service ducts, garbage areas and garbage storage areas; waste facility areas, reception lobby, service passages, basement passages, basement storage areas, cafeteria / canteen area, pause areas, bulk filing areas.
4. **"normal working-hours"** means the hours from **07:30 to 17:00**;
5. **"person"** includes, a natural person, a partnership, a business trust, a foundation, any company or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated;
6. **"premises"** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of Transnet Property and where the Service shall be provided.
7. **"property"** means any movable, immovable or intellectual property or any right to such property;
8. **"services"** means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Supplier, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Schedule of Requirements (Deliverables);
9. **"service equipment"** means all tools, appliances, machinery and equipment or any other protective equipment required, which the Service provider is obliged to procure at his own cost and which he is required to utilise or deploy in performing, rendering or supplying the Services;
10. **"service manager"** means a person appointed by the *Employer* in accordance to NEC TSC standard, responsible for issuing instructions to the *Contractor*, management of the *Contractor* and Service provided by the Contractor in terms of this scope of works;
11. **"sensitive security area"** refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Supplier;
12. **"site"** means any Transnet site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of Transnet Property;

-
13. **"specifications"** means method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described;
 14. **"supplier"** means the successful tenderer that has been awarded the Service for the period stipulated;
 15. **"third party"** means any person other than the Supplier or Transnet Property;
 16. **"tenant"** means any Person with his staff, client's and service providers with whom Transnet Property has entered into a lease agreement for the whole or a portion of the Premises;
 17. **"Transnet Property"** means – a specialist unit of Transnet SOC Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Chief Executive Officer, Transnet Property and or his duly appointed delegate, who warrants that he is duly authorised hereto;
 18. **"visitor"** a person who visits a tenant, staff member on the Premises or who attends a meeting on the Premises;
 19. clause headings are inserted for convenience and shall not be used in its interpretation;
 20. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
 21. expressions defined in this Contract shall bear the same meanings in the specifications, schedule or annexure to this Agreement which do not themselves contain their own definitions;

1. Contractor's objectives

- 1.1. The *Employer's* objective is to enter into a term *Service* contract with the *Contractor* to **supply and deliver the desired materials, spares and consumables** on an "as and when" basis for various Transnet Property sites in the **Eastern Cape Region (Port Elizabeth to Noupoort to Knysna)** for a period of **12 months** to ensure maintenance compliance with all applicable legislative requirements including those relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993), and all applicable standards to materials supplied.
- 1.2. The provider may be required to provide any or all of the following services, including additional services, if any:
 - 1.2.1. furnishing of tools required for assembly and/or maintenance of the supplied goods; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 1.2.2. performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
 - 1.2.3. training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods
- 1.3. The supplier MUST provide the details, locations and address of the physical store / hardware that supplies material used in the civil and electrical trade, including tools will be sourced.
- 1.4. The Supplier must be able to supply and deliver the items ordered within a maximum of 72 hrs to the major Transnet facilities listed in this bid.
- 1.5. The supplier must be willing to sign a supplier agreement with Transnet Property for the purpose of supply and delivery of material.

a. Quality

- i. The Supplier's must submit a method statement procedure for the procurement, storage, handling, transporting, and consumables shall comply with all relevant regulations and standards through the conclusion of this Term Service Contract with the Contractor.
- ii. All material must meet the South African National Standards (SANS) and Occupational Health and Safety Act minimum standards and requirements or EN Standard and CE standards.
- iii. The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

b. Warranty

- i. The service provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of destination.
- ii. Should there be a failure or defective product encountered as a result of factory fault, handling, shipment or any product defect, the Employer shall notify the service provider and upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- iii. If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

c. Insurance

- i. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

d. Transportation/Delivery

- i. The tender shall be inclusive of delivery.

2. Executive overview

- 2.1. The Employer is desirous that its Employees, Tenants and Others should receive the Services to ensure that the *Site / Affected Properties* will comply with all related standards through the conclusion of the Supply of material, spares and consumables for various Transnet Property sites contract with the Contractor.
- 2.2. The supply of material will be on an **as and when required** basis as determined by the requirements from the Transnet maintenance plans and emergency faults.

3. Description of the Services

- 3.1. The Service Provider shall supply the Employer with the tools, materials, and consumables as outlined by the Employer but not limited to the Bill of Quantities.
- 3.2. The Contractor shall:
 - 3.2.1. Ensure that he/she has adequate equipment to carry-out the activities as specified on the bill of quantities.

- 3.2.2. Submit copies of the log sheets/task orders received and service sheets monthly to the Employer or his representative for approval.
 - 3.2.3. Be responsible for overall management and supervision of the contracted personnel performing duties in accordance with the provisions of this Contract.
 - 3.2.4. Exercise adequate care and diligence in the rendering of the services and the performance of its obligations to the Employer.
 - 3.2.5. Take adequate precaution against damage to the equipment and workmen of the Employer and all other persons, from injury or damage during the Service. The Contractor or any of its employees, sub-contractors or agents will be held responsible for any damage to equipment and materials or the contents thereof or for indirect loss, caused by him, either because of his actions or failure to act, whether it was done during the normal performance of their duties or not, and a claim for damages may be instituted against the Contractor accordingly.
 - 3.3. It shall be considered that the Service Provider has considered all aspects relating to the health and safety of their workforce when operating within the contract area. Should the Service Provider have any Occupational Health and Safety concerns, these should be brought to the attention of the Service Manager.
 - 3.4. The Service Provider must furnish details of any equipment that may be brought to the site upon inspection. The Employer reserves the right to inspect such equipment at any point during the contract.
 - 3.5. The quality of the level of service to be rendered must be in accordance with the acceptable standard of the employer and of the trade concerned and a competitive rate.
 - 3.6. It is the responsibility of the Service Provider to ensure that personnel in his/her service and especially those delivering goods for the Employer meet the requirements (and always enter into a section 37.2 agreement of the Occupational Health & Safety Act 85 of 1993).
 - 3.7. All possible steps shall be taken by the Service Provider to ensure:
 - 3.7.1. The protection of the employer's staff from injury, death, or any other offences, including offences referred to in all Schedules of the Criminal Procedure Act, 1977 (Act 51 of 1977),
 - 3.7.2. The protection of employer's property at the intended sites and the protection of said property against damage, vandalism, or theft,
 - 3.7.3. The protection of information, and
 - 3.7.4. That there is no interruption of the Transnet business process
 - 3.8. The Service Provider shall ensure that all goods wherever possible is in accordance with the appropriate SANS/ISO requirements. Without limiting the foregoing, the Service Provider shall be deemed to be fully familiar with and to comply with all the statutory Regulations or by-laws or any industry standards or Codes of Practice or manufacture's recommendations as applicable to all parts of the work and shall indemnify Transnet against any legal proceedings, claims or losses arising from breach of or failure to comply with same. But without limitation, the Service Provider shall observe:
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- 3.8.1. Occupational Health and Safety Act 85 of 1993 and any amendments thereto,
- 3.8.2. The regulations appertaining to the Control of Substances Hazardous to Health, and
- 3.8.3. South Africa National Standards (SANS)/ISO standards.
- 3.9. Transnet reserves the right to inspect the service rendered by the bidder at any time, to ensure that the service is rendered in accordance with the conditions of the contract and the tender specification.
- 3.10. The Service Provider shall not erect or display any sign, printed matter, painting, name plates, advertisement and article or object of any nature whatsoever in or to Employer's buildings or sites or any part thereof without written consent.
- 3.11. Emergency Call Out Service
 - 3.11.1. The Contractor shall for the period of this Contract provide services on as and when basis and emergency call-out service being called upon by the Service Manager.
 - 3.11.2. Emergency service may be executed without receipt of an official order number and solely on the request from the Employer. The Contractor must however ensure that the official from the Employer signs the job card. The Contractor must also ensure that he obtains an official order number from the Employer the following working day.
 - 3.11.3. Only breakdowns which affect public health and safety or the operation and safety of sensitive equipment, shall be treated as emergency repairs. Breakdowns involving personal comfort shall not be considered as emergency repairs unless authorized by the Employer.
 - 3.11.4. The response time for call-outs (i.e., from the Contractor's receipt of an official request to his attendance on Site shall be as follows:

4. Management structures

4.1. Performances Measures

4.1.1. Should Contractor fail to meet the key performance areas set out in this Scope of work and further fail to remedy the Non-Performance in accordance with the remedy period indicated in a target key performance, it shall be liable to the Client for a Deduction only in respect of the Critical Items detailed in performance indicator in Table 1 hereto and determined in accordance with the table below. Such Deduction shall be assessed daily and set off against any payments due by the Client to Contractor.

4.1.2. The Deduction shall be as indicated in the penalties set out in the performance indicators Table 1 below.

Table 1: Performance Index

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
Ordering and delivery experience	Delivery of orders within 3 working days of Transnet request to the Service Provider	100%	5 % of the monthly invoice, amount payable the following month 3 consecutive non-conformances will result in termination of contract
Statutory Inspection Compliance	Maintaining statutory (OHS Act and other Regulations) compliance of the <i>Premises</i> and meeting the requirements	100%	- No non-compliances will be tolerated. - Immediate termination of contract for any non-compliance
Safety	Life Threatening Incidents	<0: Hours without LTI	- No non-compliances will be tolerated. - Immediate termination of contract for any non-compliance
Time to Quote	Average number of business days to get a quote to be approved by <i>Contractor</i> .	1 day (Dependant on nature and extent of works).	5 % of the monthly invoice, amount payable the following month 2 hrs (Dependant on nature and extent of works).
Manpower/resources for the services	No failure to provide adequate experienced personnel with proper delivery equipment	95%	- No non-compliances will be tolerated. - Immediate termination of contract for any non-compliance
Finance, payments and invoices	Service provider to submit accurate invoices on a monthly basis.	100%	No payment
Quality	- Material must meet the SABS and all applicable codes standards in terms of build and functional performance and Safety. - SABS Approval stamp on the electrical components and on the material instruction manual it's always indicated if the component is SABS Approved	100	- No non-compliances will be tolerated. - Immediate termination of contract for any non-compliance

4.2. Management meetings

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

4.3. Contractor's Management, Supervision and Key People

- 4.3.1. The *Contractor* shall appoint on the Site / Affected Property a "competent" person in charge. Any instruction to him / her by the *Employer* shall be deemed to have been issued to the *Contractor*. Whenever the representative (supervisor) is absent from the Site / Affected Property, a suitable person shall be appointed to act as his / her deputy.
- 4.3.2. The *Contractor* shall always ensure that there is sufficient suitably qualified and experienced personal to provide the *Service*. The *Service* covered in this Contract must be executed under direct of a qualified supervision.
- 4.3.3. All employees provided by the *Contractor* in terms of this Contract shall always be neat and properly clothed to the satisfaction of the *Employer*, the *Employer* reserves the right to request such employees to wear a uniform or overall, of a type, cut and design approved by the *Employer* and purchased by the *Contractor*. Employees must be identifiable as employees of the *Contractor* by means of their uniforms:
- 4.3.4. The *Contractor*, or any agent or employee of his, must wear protective clothing where necessary. The *Contractor* must supply the relevant protective clothing at his own cost and included in the pricing of the *Service*.
- 4.3.5. Personal hygiene must be always maintained by the Contractor's employees and agents.
- 4.3.6. The *Contractor* and its employees will maintain acceptable noise levels within the employer's premises or sites.
- 4.3.7. The salaries or wages paid by the *Contractor* to his employees must always comply with the applicable statutory requirements in respect of minimum wages.
- 4.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the *Contractor*.
- 4.3.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should intimidation of employees be suspected, the *Contractor* shall take prompt action in conjunction with the South African Police *Service* to remedy the situation.
- 4.3.9.1. Such action shall, if deemed necessary by the *Employer*, include immediate replacement of the employees involved.
 - 4.3.9.2. The *Contractor* shall forthwith notify the *Service Manager* of any form of intimidation its employees may be subjected to.

- 4.3.10. The employees of the *Contractor* may use rest-room facilities that have been pointed out to the *Contractor*.
- 4.3.11. The *Contractor* shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.

4.4. Documentation Control

- 4.4.1. During the progress of the *Services/Task* and prior to their completion, the *Contractor* will submit to the *Employer* any Documentation as requiring submission to the *Employer* prior to completion of the Contract/Task.
- 4.4.2. If it is agreed between the *Employer* and the *Contractor* that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the *Contractor* and the Documentation, thus modified will be re-submitted to the *Employer* prior to the completion of the Contract/Task.
- 4.4.3. Where applicable, the Documentation to be supplied to the *Employer* in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the *Contractor's Services*.
- 4.4.4. The *Employer* may from time to time during the progress of the Contract instruct the *Contractor* to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as the *Employer* may require.
- 4.4.5. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the *Employer* and the *Contractor*, but generally as soon as possible after such Documentation is completed by the *Contractor*.
- 4.4.6. The *Contractor* will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the *Employer* by the *Contractor* at agreed intervals.
- 4.4.7. The *Employer* will have the right at all reasonable times to inspect the Documentation of the *Contractor* or any Sub-*Contractor*.
- 4.4.8. All Documentation shall become and remain the property of the *Employer*. Title to all information, know how, inventions and improvements disclosed to the *Employer* by the *Contractor* under the Contract will become the property of the *Employer*.

Approval given by the *Employer* shall not relieve the *Contractor* from responsibility for due performance of this Contract and adherence to Technical Information provided by the *Employer*. The *Contractor* shall protect and

- 4.4.9. If the *Employer* requires any information regarding any of the employees of the *Contractor* who are involved in the rendering of the *Service* in terms of this Contract, the *Contractor* will furnish such available information immediately.

4.5. Deliverables

- 4.5.1. The *Service Contractors* shall submit the following reports, attached to all invoices:
- 4.5.1.1. Report on services delivered/performed.
 - 4.5.1.2. Service delivered performance.
 - 4.5.1.3. Completed checklist where applicable.
 - 4.5.1.4. Ad hoc services requested where applicable.
 - 4.5.1.5. All staff and labour issues that can affect service delivery to Transnet.
 - 4.5.1.6. Incident report summary as compiled.
- 4.5.2. save harmless the *Employer* and *Employer's* employees against all losses, expenses, demands, errors, or omissions detailing of the *Contractor*, its sub-*Contractors*, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the *Contractor's* responsibility to

arrange professional indemnity cover through an insurance company acceptable to the *Employer*, the limits of such cover to be determined by the *Employer* in relation to the *Service*.

4.5.3. The *Contractor* shall monthly provide the *Employer* with all records related to this Contract/*Service*.

4.6. Invoicing and Payment

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

4.6.2. Thereafter, inspections will be carried out by the *Service Manager* or appointed *Employer* representative, to affect quality assurance. If the *Service* has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the *Contractor* provide the *Employer* with a VAT invoice.

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

4.6.3.1. Full description of *Service* / Task performed. (In respect of emergency call-outs, the time and date and name of the person who called the *Contractor* must be indicated).

4.6.3.2. Fixed monthly contracted *Services* performed.

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

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

4.6.3.5. V.A.T.

4.6.3.6. Grand Total.

4.6.4. Supporting documentation must be furnished in respect of all materials / Consumables and sub-contract *Service* bought out in the form of copies of supplier/s invoices or copies of priced delivery notes.

4.6.5. Notwithstanding the foregoing, the *Service Manager* or appointed *Employer* representative shall have the right to call for invoices rendered by suppliers to the *Contractor* in respect of materials purchased and shall be entitled to withhold the issuing of the payment certificate to the *Contractor* until such information / documentation have been furnished to the *Employer*, provided that, in respect of additional documentation required by the *Employer*, the *Employer's* instruction shall have been given to the *Contractor* in sufficient time before any such payments certificate became due.

4.6.6. No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule.

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

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

4.7. Management of Work Done by Task Order

4.7.1. The *Contractor* shall in the event of the *Employer* requesting *Services* other than those described in this Scope of Work, submit a detailed estimate for such work to the *Service Manager* and obtain approval from the *Employer* before attending to the work.

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

5. Health and Safety, Environment and Quality Assurance

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

- 5.1.1. The *Contractor* must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority about the *Service*, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable regarding the *Service*. The *Contractor* undertakes to indemnify the *Employer* against all losses, costs, damage, or expenses caused by the *Contractor's* failure to comply with the requirements of any such local legislation or Act of Parliament, regulations, and rules. Should such fees not be paid by the *Contractor*, the *Employer* may, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the *Contractor*, or it shall be recovered from him.
- 5.1.2. The *Contractor* shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- 5.1.3. The *Contractor* shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The *Contractor* is, in terms of section 37(2) of the Act deemed to be an *Employer* in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both

the performance of the *Service* and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.

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

5.2. **Quality assurance requirements**

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

6. **Procurement**

6.1. ***Service* Equipment**

- 6.1.1. The Supplier shall always bear the risk of loss, damage, destruction, or theft of any or all Service Equipment and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Employer, irrespective of the cause or the circumstances which give rise to such loss, damage, destruction, or theft.
- 6.1.2. The Supplier shall, insure his Service Equipment against all risks in terms of an insurance policy.
- 6.1.3. The Supplier acknowledges that it is vital for the Supplier to be able to provide, render, perform and supply the Services, to acquire and use the Service Equipment that is appropriate and suited for the provisions of the Services and that such equipment is maintained in good order and repair.
- 6.1.4. The equipment used by the Supplier must, where applicable, in all respects conform to The Occupational Health and Safety Act, 85 of 1993.
- 6.1.5. Equipment that is used during a process must in all respects conform to the necessary requirements.
- 6.1.6. The Supplier will always ensure that the Equipment supplied is of high-quality standards acceptable to the employer.

6.2. **Existing Equipment**

- 6.2.1. The Existing Equipment shall always remain the sole property of the Employer.
- 6.2.2. The Supplier shall only use the Existing Equipment for purposes of providing, performing, rendering, or supplying the Services in terms of this Agreement.

6.3. **Correction of defects**

- 6.3.1. If the *Employer* decide that any work done by the *Contractor* or any sub-*Contractor* is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the *Contractor* notice in writing of such decision giving particulars of the alleged defect, the *Contractor* shall with all speed make good the defects so specified.
- 6.3.2. Should the *Contractor* fail to fulfil any of its obligations in terms of this Contract or should such *Service* not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the *Employer* and should the *Contractor* fail to remedy such breach within the timeframe from the date of

written notice from the *Employer* calling upon to do so, the *Employer* shall have the right without prejudice in terms of this Contract or at law, without further notice to the *Contractor*.

- 6.3.2.1. Appoint another person other than the *Contractor* to complete the *Service* in question and to recover from the *Contractor* all cost to complete the work in question plus an administration cost of twenty five (25) percent (%) of the price the other *Contractor* charge the *Employer* to complete the *Service*, or
- 6.3.2.2. Terminate this Contract and recover from the *Contractor* any damages that it may suffer because of such termination and / or breach.

7. Working on Affected Property

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

- 7.1.1. The *Contractor* shall always ensure that its employees, agents, representatives, specialist-, sub-*Contractors* and suppliers:
 - 7.1.1.1. Comply with all security measures and directives imposed by the *Employer*, or his delegate, tasked with managing the *Services* in or on the Site / Affected Property.
 - 7.1.1.2. Keep the access gates / doors locked at all times. If any security problems are noticed, the *Contractor* shall immediately notify the *Service Manager*.
 - 7.1.1.3. if at all possible, be a member of the local community;
 - 7.1.1.4. in a physical fit condition; and
 - 7.1.1.5. be a South African Citizen or be in possession of a valid SA work permit.
 - 7.1.1.6. Shall in terms of this Scope of Work when on duty (unless the *Employer* should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by the *Employer* shall at least contain the following information in respect of the *Contractor's* personnel:
 - 7.1.1.6.1. a colour photograph of the relevant member
 - 7.1.1.6.2. full names and surname
 - 7.1.1.6.3. identity number
 - 7.1.1.7. The identity disc shall always be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The *Contractor* will be liable for the replacement cost of lost identity disc.
 - 7.1.1.8. All employees of the *Contractor* will be subject to the requirements set out in section 2(2) of the Control of Access to Public *Premises* and Vehicles Act, 53 of 1985.
 - 7.1.1.9. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the *Service Manager*. Should any exchange of personnel take place, the *Service Manager* must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.
 - 7.1.1.10. Employees of the *Contractor* may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.
 - 7.1.1.11. Employees of the *Contractor* have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the *Employer* / Tenant. If a *Service* does not have to be

performed at a specific stage in a specific area, no admission is permitted. The *Contractor* must make provision in his costing for access delays in security areas.

7.1.1.12. Any disruptions which are deemed to be beyond the *Contractor's* control, and which result in the *Contractor's* workmen having to leave the Site / Affected Property shall be logged in the applicable report book.

7.1.1.13. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the *Service*, the *Contractor* shall furnish the *Service Manager* with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by *Service Manager*, in respect of all persons who will be employed by the *Contractor* to undertake work at the Site / Affected Property in terms of this Contract.

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

- 7.2.1. *Service* operations will be performed during Transnet "Office hours only". The times are Monday to Friday from 07h30 to 17h00 excluding public holidays. *Service* operating hours outside of these must be explicitly arranged by the Transnet authorised representative.
- 7.2.2. The *Contractor* shall at all-time render *Service* that enhance and maintain at minimum the corporate image of *Transnet Property*.
- 7.2.3. The *Contractor* shall at all-time render *Service* that is in line with *Transnet Property's* values and ethics.
- 7.2.4. The *Contractor* must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- 7.2.5. The *Contractor* shall, upon receipt of written request from *Transnet Property*, provide *Transnet Property* with copies of all the *Service Provider's* operating procedures and processes relating to the *Services*.
- 7.2.6. The *Contractor* is responsible for overall management and supervision of the contracted staff performing duties at the *Premises* in accordance with the provisions of this Agreement.
- 7.2.7. The *Contractor* must ensure that a competent site manager is appointed as required ensuring deliverables and quality of *Service* delivery.
- 7.2.8. The *Contractor* shall immediately inform *Transnet Property* in writing if any contracted staff is found guilty of improper conduct.
- 7.2.9. It is expected from the *Contractor* to ensure that all duties and tasks to be performed on site are adhered to.
- 7.2.10. The *Contractor* must exercise reasonable skill, care, and diligence in the rendering of the *Services* and the performance of its obligations to *Transnet Property*.
- 7.2.11. The *Contractor* shall provide written reports on progress made in the rendering of the *Services* to *Transnet Property* at such intervals and in such format as may be determined at the sole discretion of *Transnet Property*.
- 7.2.12. *Transnet Property* shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.
- 7.2.13. In the event of an unusual occurrence, the *Contractor* shall submit an Incident Report to Transnet authorised representative within twenty four (24) hours.
- 7.2.14. All reports prepared during the term of this contract shall become the property of *Transnet Property*.
- 7.2.15. Where *Services* are deteriorating a *Service* improvement plan can be requested on how *Services* will be improved.
- 7.2.16. The *Contractor* shall ensure that all necessary equipment, *Services*, or material as required are kept in the condition as required by law, regulations, and procedures and readily available for *Transnet Property* to inspect and test without prior notice.
- 7.2.17. The *Contractor* shall, in the provision of the *Services*, have due regard to the operational requirements of *Transnet Property* and the *Premises* and other parties occupying or operating from the *Premises* and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 7.2.18. The *Contractor* shall ensure that it and its contracted staff and site manager shall always comply fully with any safety, fire, emergency and security procedures and policies applicable at the *Premises*.
- 7.2.19. Should *Transnet Property* at any time believe that any of the *Service Provider's* personnel is failing to comply with any such procedures or policies, *Transnet Property* shall be entitled to deny such person access to the relevant *Premises* and require the *Contractor* to replace such person without delay.

7.3. Personnel Standards

7.3.1. *Contractor* staff must be:

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

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

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

7.4. Health and safety facilities on the Affected Property

- 7.4.1. The *Contractor* undertakes to comply with the *Employer's* safety and emergency measures and procedures the Site / Affected Property.
- 7.4.2. The *Contractor's* procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.
- 7.4.3. The *Contractor* shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the *Service Manager*, for the rendering of the *Service* or for whatever purpose.
- 7.4.4. The obligation to take care of and protect the *Service* and everything connected therewith shall rest solely with the *Contractor* who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the *Employer* from damage or injury, and to protect adjoining properties from trespass or damage during the *Service*.
- 7.4.5. The *Contractor* shall inform the *Employer* verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the

life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the *Contractor's* responsibilities.

- 7.4.6. The *Contractor* may not do or leave or permit anything on the Site / Affected Property that, in the opinion of *Service Manager*, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.
- 7.4.7. The *Contractor* shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the *Services* are undertaken by the *Contractor*, and where the rendering of the *Services* might cause injuries to any person, in order to focus the attention of such person on the *Services* that are undertaken in that area.
- 7.4.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the *Contractor* will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

7.5. Records of *Contractor's* Equipment

- 7.5.1. The *Contractor* shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their *Premises* and shall be recorded and certified.
- 7.5.2. The *Contractor* shall complete or generate an inventory list of their equipment and update inventory lists systems on a continuing basis (equipment type and location).
- 7.5.3. (Shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the *Contractor*)
- 7.5.4. Provided by the *Contractor*
- 7.5.4.1. The *Contractor* shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the *Contractor* deem it necessary.

7.6. Tests and inspections

- 7.6.1. The *Employer* or its duly appointed representative shall retain the right to witness and/or verify the performance of any *Service* by the *Contractor* at any time.
- 7.6.2. Independent inspections: the *Employer* shall have the right to authorize the inspection of individual equipment inspections shall be promptly communicated in writing to the *Contractor*. Should any defects or remedial work be required in terms of this Contract, the *Contractor* shall expeditiously undertake it within a mutually agreed time period the corrective work. When the *Contractor's* work has been completed satisfactorily, the *Employer* or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the *Employer* or its inspector may be conducted.
- 7.6.2.1. Should the follow-up inspection show that the work as agreed and undertaken by the *Contractor* has not been satisfactorily carried out; the procedure shall be repeated until the established standard of cleaning has been attained. The cost for the follow-up inspection shall be borne by the *Contractor*
- 7.6.2.2. Notwithstanding the *Employer's* rights in terms of this Contract, the *Contractor* shall refund the *Employer* its costs associated with the reapplication where the *Contractor* has not completed work satisfactorily as agreed.
- 7.6.2.3. The independent inspections shall in no way limit the *Contractor's* responsibility with respect to any obligation or liabilities in terms of this Contract.

8. Early Termination

- 8.1. Transnet Property reserves the right to withdraw any part(s) of a Premise or the Premises as a whole from the Supplier by giving the Supplier one calendar month written notice of such a decision. However, this can only be done if the relevant part(s) are going to be vacated, no new tenant are going to rent that part(s), or as a result of safety measures or the Tenant cancel the Service provided by Transnet Property. The contract amount shall in such a case be reduced by the applicable amount from the date of withdrawal. This amount will be calculated in terms of the diminished area against the already tendered, applicable unit price(s) in Annexure B – Bill of Quantities.
- 8.2. If the Premises or any part thereof in respect of which the Service is rendered, are damaged or destroyed as a result of a fire or any other cause beyond the control of Transnet Property, Transnet Property shall have the discretion to terminate this Contract or to keep it in operation in respect of the undamaged part or parts, and neither Party shall have any claim against the other as a result thereof. If Transnet Property, in its discretion, decides to proceed with this Contract in respect of a part of the Premises, this Contract shall remain valid in respect of such part only and the amount payable to the Supplier will be reduced according to the remaining area, calculated at the applicable unit price per square metre as tendered.
- 8.3. Transnet Property reserves the right to withdraw from contract where
- a) Unresolved issue between the supplier and Transnet, whereby the delivery of goods is affected after 3 early warning issued.
 - b) Depleted funds before the termination date of the contract

9. List of Drawings

- 9.1. Drawings issued by the *Employer*

Not Applicable

ANNEXURE B : TECHNICAL EVALUATION CRITERIA

TRANSNET PROPERTY

RFQ NUMBER: TP/2023/07/0004/37465/RFQ

DESCRIPTION OF THE WORKS: FOR THE SUPPLY AND DELIVERY OF THE DESIRED MATERIALS, SPARES AND CONSUMABLES ON AN "AS AND WHEN" BASIS FOR VARIOUS TRANSNET PROPERTY SITES IN THE (EASTERN CAPE REGION) PORT ELIZABETH TO NOUPOORT TO KNYSNA FOR A PERIOD OF 12 MONTHS

The minimum qualifying score of technical evaluation points is 65 points.

Technical Evaluation Criteria	Sub-Criteria	Sub-scoring	Maximum Threshold
<u>Suppliers Warranty Policy:</u> Key elements of quality management: Supplier Warranty Policy (to clearly outline the prescripts of the supplier's warranty for defective items of material). The warranty shall remain valid for twelve (12) months after having been delivered and accepted or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.	No Supplier Warranty Policy submitted.	0	30
	Suppliers Warranty Policy in the name of 3 rd party Supplier. Warranty Policy indicates only 12 Months Warranty after delivery and acceptance.	10	
	Suppliers Warranty Policy in the name of 3 rd party Supplier. Warranty Policy indicates 12 Months warranty or 18 Months after the date of shipment from source country.	15	
	Suppliers Warranty Policy submitted in their own company name. Warranty Policy indicates only 12 Months Warranty after delivery and acceptance.	20	
	Suppliers Warranty Policy submitted in their own company name. Warranty Policy indicates 12 Months Warranty or 18 Months after the date of shipment from source country.	30	
<u>Experience with supply of Material, spares and consumables.</u> The Service Provider to submit traceable references with contact details.	References shall be in a formal company letter head of the previous Client where the Service Provider provided similar service in the last five years for the value of not less than R50 000.00 No reference Submitted	0	40
	References shall be in a formal company letter head of the previous Client where the Service Provider provided similar service in the last five years for the value of not less than R50 000.00 1 reference Submitted	10	
	References shall be in a formal company letter head of the previous Client where the Service Provider provided similar service in the last five years for the value of not less than R50 000.00 2 references Submitted	20	
	References shall be in a formal company letter head of the previous Client where the Service Provider provided similar service in the last five years for the value of not less than R50 000.00 3 references Submitted	30	
	References shall be in a formal company letter head of the previous Client where the Service Provider provided similar service in the last five years for the value of not less than R50 000.00 4 references Submitted	40	

Technical Evaluation Criteria (Cont.)	Sub-Criteria	Sub-scoring	Maximum Threshold
<u>Delivery lead time</u> The Service Provider shall indicate or state the delivery lead time of material to TP starting from the date of award of purchase order.	No Information submitted	0	30
	48 hours < Delivery ≤ 72 hours	10	
	24 hours < Delivery ≤ 48 hours	15	
	12 hours < Delivery ≤ 24 hours	25	
	1 < Delivery ≤ 12 hours	30	
Maximum possible score for quality			100

TP/2023/07/0004/37465/RFQ

FOR THE SUPPLY AND DELIVERY OF THE DESIRED MATERIALS, SPARES AND CONSUMABLES ON AN "AS AND WHEN" BASIS FOR VARIOUS TRANSNET PROPERTY SITES IN THE (EASTERN CAPE REGION) PORT ELIZABETH TO NOUPOORT TO KNYSNA FOR A PERIOD OF 12 MONTHS

ANNEXURE C : PRICING SCHEDULE

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

Item	Description: Civil maintenance Material list	Estimate Quantity	Material group per unit	Unit Price	Total
1	Pop Rivets 4 x 20 Quantity 100	1	Packet		
2	Raw Bolts 8 x 50	1	each		
3	15mm Plastic holder bat	1	each		
4	22mm Plastic holder bat	1	each		
5	15mm Brass CXC Straight Coupler	1	each		
6	22mm Brass CXC Straight Coupler	1	each		
7	22mm to 15mm Brass CXC Straight Coupler	1	each		
8	15mm Brass 90 Degree Elbow C X C	1	each		
9	20mm Brass 90 Degree Elbow C X C	1	each		
10	15mm Brass wall plate 90-degree Elbow Copper to Female	1	each		
11	15mm Brass straight coupler copper to male	1	each		
12	22mm Brass straight coupler copper to male	1	each		
13	15mm Brass straight coupler copper to Female	1	each		
14	22mm Brass straight coupler copper to Female	1	each		
15	15 x 15mm Brass Equal Tee Piece C X C	1	each		
16	22 x 22mm Brass Equal Tee Piece C X C	1	each		
17	15 x 22mm Brass Tee reducing C X C	1	each		
18	15mm Brass Stop end	1	each		
19	22mm Brass Stop end	1	each		
20	15mm Brass Compression Rings	1	each		
21	22mm Brass Compression Rings	1	each		
22	15mm Copper Tubing Class 2 / 5.5 Full	1	each		
23	22mm Copper Tubing Class 2 / 5.5 Full	1	each		
24	15mm Polycop pipe	P/M	Per meter		
25	22mm Polycop pipe	P/M	Per meter		
26	15mm Brass Gate valve C X C	1	each		
27	22mm Brass Gate valve C X C	1	each		
28	22mm Gate wheel valve Brass	1	each		
29	15mm Johnson or similar junior coupling steel	1	each		
30	20mm Johnson or similar junior coupling steel	1	each		
31	28mm Johnson or similar junior coupling steel	1	each		
32	15mm Bib tap H Pattern CP Aquila or similar	1	each		
33	22mm Bib tap H Pattern CP Aquila or similar	1	each		

34	15mm Pillar tap H Pattern CP Aquila or similar	1	each		
35	22mm Pillar tap H Pattern CP Aquila or similar	1	each		
36	Sink wall type Carina or similar 266/041/10 Chrome	1	each		
37	Sink Pillar type Carina or similar 171/041 Chrome	1	each		
38	Basin single hole 191 Chrome	1	each		
39	Waste fitting with plug CP 32mm	1	each		
40	Waste fitting Brass chrome plated for basin 32mm	1	each		
41	Float valve plastic 15mm	1	each		
42	Float valve plastic bottom inlet 15mm	1	each		
43	Kwikot or similar high pressure geyser 150L	1	each		
44	Kwikot or similar high pressure geyser 200L	1	each		
45	22mm 400kpa safety valve	1	each		
46	22mm 600kpa safety valve	1	each		
47	22mm Vacuum Breaker	1	each		
48	Beta valve complete Plastic	1	each		
49	15mm Cascade clamp Steel	1	each		
50	22mm Cascade clamp Steel	1	each		
51	28mm Cascade clamp Steel	1	each		
52	40mm Cascade clamp Steel	1	each		
53	50mm Cascade clamp Steel	1	each		
54	75mm Cascade clamp Steel	1	each		
55	100mm Cascade clamp Steel	1	Each		
56	150mm Cascade clamp Steel	1	Each		
57	Union or similar door lock SABS Approved Type Chrome	1	each		
58	Wax pan seal	1	each		
59	15mm Tap washers	1	each		
60	22mm Tap washers	1	each		
61	40mm Rubber flash pipe connector	1	each		
62	110 x 50mm Strap on Boss connector	1	each		
63	15 x 50mm Shower rose CP Chrome	1	each		
64	110mm Kwik or similar pan connector	1	each		
65	500ml pvc glue	/g	each		
66	Cistern Mechanism complete set	1	each		
67	50mm x 95 pvc SV PI bend	1	each		
68	50mm pvc elbow plain	1	each		
69	50mm PVC pipe Tee	1	each		
70	50mm PVC pipe Tee	1	each		
71	50mm pvc straight adaptor	1	each		
72	15mm Galvanised nipple steel	1	each		
73	20mm Galvanised nipple steel	1	each		

74	15mm Galvanised plug steel	1	each		
75	20mm Galvanised plug steel	1	each		
76	28mm Galvanised plug steel	1	each		
77	Flush Master kid push button	1	each		
78	Bottom inlet ball valve toilet with ball complete	1	Each		
79	Flush Master complete set	1	Each		
80	50mm PVC pipe full length on 6m	1	Each		
81	110mm PVC pipe full length on 6m	1	Each		
82	15mm copper pipe full length on 6m	1	Each		
83	22mm copper pipe full length on 6m	1	Each		
84	Basin pp 500x410mm	1	Each		
85	Urinal 400x300	1	Each		
86	Vacuum relief valve 22mm	1	Each		
87	Kwikot khn3-214 400kpa cxc	1	Each		
88	Top flush mechanism universal	1	Each		
89	Ball valve cxc d2r 22mm	1	Each		
90	50mm Gate valve	1	Each		
91	32mm Gate valve	1	Each		
92	PVC sv bend 50x87	1	Each		
93	Heavy Duty Drain rod cleaner	1	Each		
94	Junction 50x87	1	Each		
95	Toilet seats	1	Each		
96	Basin star taps	1	Each		
97	Pan sealer	1	Each		
98	HDPE Class 16/180mm x 6m	1	Each		
99	Ceiling rhino board 900 mm x 2,700 m x 6,4 mm	1	Each		
100	Nutec or similar cement ceiling board 1200mm x 3.00m x 4mm	1	Each		
101	Cornish rhino cove 76mm or similar	1	Each		
102	Cornish rhino cove 125mm or similar	1	Each		
	Sub-Total (1)			R	R
ELECTRICAL					
103	C/BREAKER SINGLE POLE	1	Each		
104	10AMP 2,5KA C/BREAKER SINGLE POLE	1	Each		
105	15AMP 2,5KA C/BREAKER SINGLE POLE	1	Each		
106	20AMP 2,5KA C/BREAKER SINGLE POLE	1	Each		
107	30AMP 2,5KA C/BREAKER SINGLE POLE	1	Each		
108	40AMP 2,5KA C/BREAKER SINGLE POLE	1	Each		
109	50AMP 2,5KA C/BREAKER SINGLE POLE	1	Each		
110	60AMP 2,5KA C/BREAKER SINGLE POLE	1	Each		
111	70AMP 2,5KA C/BREAKER SINGLE POLE	1	Each		

112	80AMP 2,5KA C/BREAKER SINGLE POLE	1	Each		
113	100AMP 2,5KA C/BREAKER SINGLE POLE	1	Each		
114	20AMP 2,5KA C/BREAKER DOUBLE POLE	1	Each		
115	40AMP 2,5KA C/BREAKER DOUBLE POLE	1	Each		
116	60AMP 2,5KA C/BREAKER DOUBLE POLE	1	Each		
117	100AMP 2,5KA C/BREAKER DOUBLE POLE	1	Each		
118	30AMP 2,5KA C/BREAKER TRIPLE POLE	1	Each		
119	50AMP 2,5KA C/BREAKER TRIPLE POLE	1	Each		
120	60AMP 6KA C/BREAKER TRIPLE POLE	1	Each		
121	100AMP 6KA C/BREAKERTRIPLE POLE	1	Each		
122	125AMP 25KA C/BREAKER TRIPLE POLE	1	Each		
123	150AMP 25KA C/BREAKER TRIPLE POLE	1	Each		
124	200AMP 25KA C/BREAKER TRIPLE POLE	1	Each		
125	300AMP 25KA C/BREAKER TRIPLE POLE	1	Each		
126	800 AMP 25KA C/BREAKER TRIPLE POLE	1	Each		
127	63AMP 2,5KA DIN RAIL SINGLE PHASE EARTH LEAKAGE	1	Each		
128	63AMP 2,5KA EARTH LEAKAGE SINGLE PHASE WITH OVERLOAD PROTECTION	1	Each		
129	63AMP 2,5KA EARTH LEAKAGE TRIPLE PHASE WITH OVERLOAD PROTECTION	1	Each		
130	11W T0 14W ENERGY SAVER LAMP ES	1	Each		
131	11W T0 14W ENERGY SAVER LAMP BC	1	Each		
132	1,2M LED TUBE ONE END A/C INPUT (ONE SIDED POWER)	1	Each		
133	1,2M LED TUBE ONE END A/C INPUT T6 TYPE (ONE SIDED POWER)	1	Each		
134	400W HPS LAMP	1	Each		
135	400W HPS IGNITOR	1	Each		
136	400W HPS CHOKE	1	Each		
137	50W LED FLOOD LIGHT	1	Each		
138	30W LED FLOOD LIGHT	1	Each		
139	1,2M LED FITTING DOUBLE TUBE OPEN CHANNEL	1	Each		
140	1,2M LED FITTING DOUBLE TUBE IP65 WEATHERPROOF	1	Each		
141	1,5M LED FITTING DOUBLE TUBE OPEN CHANNEL	1	Each		
142	1,5M LED FITTING DOUBLE TUBE IP65 WEATHERPROOF	1	Each		
143	16W LED BULKHEAD CLEAR FITTING	1	Each		
144	1,2M LED 3XLIGHT REFLECTOR FLUSH FITTING	1	Each		
145	1,2M LED 2XLIGHT REFLECTOR SURFACE MOUNT FITTING	1	Each		
146	85W ENERGY SAVER FLOOD FITTING IP65	1	Each		
147	50MM LED DOWN LIGHT FITTING (COLOUR WHITE)	1	Each		
148	4X4 SOCKET-OUTLET + COVER SINGLE	1	Each		
149	4X2 SOCKET-OUTLET+ COVER FOR TRUNKING	1	Each		
150	4X2 LIGHT SWITCH SINGLE LEVER + COVER	1	Each		
151	4X2 LIGHT SWITCH DOUBLE LEVER + COVER	1	Each		

152	4X2 LIGHT SWITCH THREE LEVER + COVER	1	Each		
153	4X2 DOUBLE POLE INDUSTRIAL ISOLATOR 30AMP	1	Each		
154	5m-FLOAT SWITCH FOR PUMPS	1	Each		
155	WATER PRESSURE PUMP 0.75KW	1	Each		
156	WATER PRESSURE PUMP 2.2KW	1	Each		
157	3KW GEYSER ELEMENT THREADED	1	Each		
158	3KW GEYSER ELEMENT SPIRAL	1	Each		
159	3 PHASE 9KW GEYSER ELEMENT	1	Each		
160	NK11 GEYSER THERMOSTAT	1	Each		
161	GEYSER THERMOSTAT	1	Each		
162	1.5KW HYDROBOIL ELEMENT	1	Each		
163	GEYSER ELEMENT GASKET	1	Each		
164	220V 4 POLE CONTACTOR X 25A	1	Each		
165	220V 4 POLE CONTACTOR X 80A	1	Each		
166	16AMP DAYLIGHT SWITCH	1	Each		
167	180MM BY 65MM PVC TRUNKING	1	Each		
168	4X4 EXTENTION STEEL	1	Each		
169	2X4 EXTENTION STEEL	1	Each		
170	4X4 COVER STEEL	1	Each		
171	E40mm-SCREW PORCELAIN HIGH PRESSURE LAMP HOLDER	1	Each		
172	4mmx30mm-SELF TAPPING SCREWS	1	Each		
173	6,4mm - PUSH-IN LUGS BRASS	1	Each		
174	5mmx60mm-BUTTERFLY SCREWS	1	Each		
175	10MM FERRULES	1	PER BOX OF 100		
176	16MM FERRULES	1	PER BOX OF 100		
177	35MM FERRULES	1	PER BOX OF 100		
178	50MM FERRULES	1	PER BOX OF 100		
179	70MM FERRULES	1	PER BOX OF 100		
180	16MMX10MM LUG	1	PER BOX OF 100		
181	25MM X12MM LUG	1	PER BOX OF 100		
182	35MMX10MM LUG	1	PER BOX OF 100		
183	70MM X 12MM LUG	1	PER BOX OF 100		
184	6MMX5,0 EASY NAIL OR ANCHOR WALL SCREW	1	PER BOX OF 100		
185	19mmx0,2mmx20m-INSULATION TAPE ROLL	1	EACH		
186	12mmx6,5mm - PVC DB BOX BLANK	1	EACH		
187	READY BOARD WITH LIGHT 12WAY	1	EACH		
188	1METRE - PULL SWITCH	1	EACH		
189	15AMP PVC CONNECTOR BLOCK	1	PER STRIP OF 12		
190	30AMP PVC CONNECTOR BLOCK	1	PER STRIP OF 12		
191	1,5MM ROUND SURFIX PORLLY SADDLES	1	Each		

192	2,5MM ROUND SURFIX PORLLY SADDLES	1	Each		
193	100ml-SILICON TUBE	1	Each		
194	312g - ELECTRIC LUBRICANT SPRAY TIN	1	Each		
195	6MM CONCRETE DRILL BIT	1	Each		
196	2MM STEEL DRILL BIT	1	Each		
197	4.7mm x 305mm - CABLE TIES	1	Each		
198	J3 CABLE JOINT KIT	1	Each		
199	J4 CABLE JOINT KIT	1	Each		
200	J5 CABLE JOINT KIT	1	Each		
201	20MM PVC GLAND	1	Each		
202	25mm - CABLE SHROUD No.2	1	Each		
203	25mm - MECHANICAL GLAND No.2	1	Each		
204	1,5MM 3CORE CABTRYE	1	LENGTH PER METER		
205	2,5MM 3 CORE CABTYRE	1	LENGTH PER METER		
206	1,2MM ROUND SURFIX 2+E	1	LENGTH PER METER		
207	2,5MM ROUND SURFIX 2+E	1	LENGTH PER METER		
208	6MM ROUND SURFIX 2+E	1	LENGTH PER METER		
209	10MM ARMoured 4CORE CABLE	1	LENGTH PER METER		
210	16MM ARMoured 4CORE CABLE	1	LENGTH PER METER		
211	25MM ARMoured 4CORE CABLE	1	LENGTH PER METER		
212	35MM ARMoured 4CORE CABLE	1	LENGTH PER METER		
213	50MM ARMoured 4CORE CABLE	1	LENGTH PER METER		
214	70MM ARMoured 4CORE CABLE	1	LENGTH PER METER		
	Sub-Total (2)			R	R
215	Technician Tool set (Comprising of the below-mentioned)	1	Each		
	Side Cutter 8316-200JC				
	Combination Plier 8250-200JC				
	Long Nose Plier 8132-200JC				
	Universal Plier 145/250				
	150mm Shifting Spanner				
	250mm Shifting Spanner				
	Elect Screwdriver Set VDE ELS/PH				
	250mm Vice Grip 137/250				
	Allen Key set 42SCL-7M or similar				
	Tool Trunk 1440-70 Replaced by P/N1460-70				
	450g Ball Pein Hammer HDP0316				
	560G Steel Claw Hammer HDS0316 or similar				
	Stanley Rect Knife or similar				
	CTR156 220mm Hex Crimper or similar				
	CTR0525 350mm Crimping Tool				

	Junior Hacksaw				
	Tubular Hacksaw				
	Wire Stripper SP1006				
	HSS Drill bit set 1-13-05				
	Voltage Tester MT472				
	Voltage Detector MT400				
	4.6mm Terminal Driver TSD0610				
	6mm Terminal Driver TSD0407				
	SL280 LED Worklight				
	240mm Ratchet Cable Shear				
	half inch socket set (8 - 20mm)				
	half inch socket ratchet driver				
	Digital Multimeter				
Sub-Total (3)				R	R
216	MV Test Instruments - Toolbox (Comprising of the below-mentioned)	1	Each		
	TDR/surge generator				
	Acoustic listening device incl. earphones				
	VLF Tester				
	Cable ID system				
	Cable Tracer				
	Spiking gun				
	Oil test device				
	Link stick				
	Phase Comparator(Live line tester)				
	Phase Comparator 90° adaptor				
	Phase Comparator proving unit				
	H.V Detector non-contact				
Sub-Total (4)				R	R
Plumbing Tools List					
217	Pipe bender	1	each		
218	Pipe wrench	1	each		
219	Pipe cutter	1	each		
220	15m Guides	1	each		
221	22mm Guides	1	each		
222	150mm Shifting spanner	1	each		
223	200mm Shifting spanner	1	each		
224	250mm Shifting spanner	1	each		
225	300mm Shifting spanner	1	each		
226	Basin spanner	1	each		

227	"Geodore" or similar approved toolbox set that includes spanner set, socket set and ratchet, screw driver set, water pump plier, plier, long nose pliers, 5m tape measure etc.	1	each		
228	Carpenter saw	1	each		
229	Hacksaw	1	each		
230	Claw hammer	1	each		
231	Ball pin hammer	1	each		
232	4 Pound hammer	1	each		
233	10 Pound hammer	1	each		
234	Carpenter hammer	1	each		
235	Chisel set	1	each		
236	Gauging trowel	1	each		
237	Building trowel	1	each		
238	Mortar board	1	each		
239	Float	1	each		
240	800mm Spirit level	1	each		
241	Guard line	1	each		
242	Gas torch	1	each		
243	LED re-chargeable torch	1	each		
244	LED head torch	1	each		
245	Drain rods set with plunger and pig tail etc.	1	each		
246	File set	1	each		
247	Hole saw kit	1	each		
248	Plunger	1	each		
249	Allen key set	1	each		
250	Tap reseating tool	1	each		
251	Plumbers touch	1	each		
252	Wheel barrow	1	each		
253	Spade	1	each		
254	Shovel	1	each		
255	Picks	1	each		
256	6ft Step Ladder	1	each		
257	8ft Step Ladder	1	each		
258	12ft Step Ladder	1	each		
259	Extension Ladder	1	each		
260	Safety harness	1	each		
261	115mm Angle grinder "Bosch" or similar SANS approved grinder	1	each		
262	230mm Angle grinder "Bosch" or similar SANS approved grinder	1	each		
263	"Hilti" or similar approved impact drill	1	each		
264	6mm – 16mm Masonry and concrete drill bits	1	each		
265	"Hilti" or similar approved breaker	1	each		

266	Breaker mols	1	each		
267	Water pump	1	each		
268	Petrol Generator 5,5 KVA	1	each		
Garden tools & Machinery accessories					
269	Garden steel rake	1	each		
270	Garden Rubber rake	1	each		
271	Garden Plastic rake	1	each		
272	Garden fork	1	each		
273	Hedge shear	1	each		
274	1000 liter refuse bag	1	each		
275	Helmet for brushcutter visors	1	each		
276	Elbow size plastic gloves	1	each		
277	16L knapsack complete	1	each		
278	122HD60 Hedge or similar Petrol trimmer	1	each		
279	Ryobi or similar 500w Eletric Trimmer	1	each		
280	8 foot aluminium ladder	1	each		
281	12 foot aluminium ladder	1	each		
282	Sweeping broom	1	each		
283	Builders wheel barrows	1	each		
284	Fire fighting spray gun+lances	1	each		
285	Stihl or similar FS280 brushcutters	1	each		
286	4stroke Utility mower 196cc	1	each		
287	Garden spade	1	each		
288	Padlocks(Viro or similar)	1	each		
289	STIHL or similar 381 Chainsaw 72cc	1	each		
290	Husquarvarna or similar chainsaw 72cc	1	each		
291	Membranes BW 4040 (for Reverse Osmosis)	1	each		
292	Hydrochloric Acid	1	each		
293	Percentage mark up on Items not covered on the list	%	%		
294	Provisional sum for Items not covered on the list	1	Sum	R200 000,00	R200 000,00
	Sub-Total (5)			R	R
Total (Sub-Totals 1 to 5)					R
Vat 15%					R
Grand Total					R

NB: PLEASE NOTE THAT THIS IS NOT A FINITE LIST. TRANSNET WILL SEEK QUOTATIONS FOR OTHER RELATED ITEMS NOT LISTED THAT WILL BE REQUIRED FROM TIME TO TIME. TRANSNET RESERVES THE RIGHT TO COMPARE QUOTED PRICES TO ENSURE MARKET RELATEDNESS.

Name and Signature

Company Name

Date



Annexure D

STANDARD TERMS AND CONDITIONS OF CONTRACT

between

TRANSNET SOC LTD

Registration Number 1990/000900/30

And

Registration Number *****

**FOR THE APPOINTMENT OF A SUPPLIER FOR THE SUPPLY AND DELIVERY OF THE
DESIRED MATERIALS, SPARES AND CONSUMABLES ON AN "AS AND WHEN" BASIS FOR
VARIOUS TRANSNET PROPERTY SITES IN THE (EASTERN CAPE REGION) PORT
ELIZABETH TO NOUPOORT TO KNYSNA FOR A PERIOD OF 12 MONTHS**

CONTRACT NUMBER TBC

DURATION TBC

COMMENCEMENT DATE TBC

EXPIRY DATE TBC

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Schedule 1 – SCHEDULE OF REQUIREMENTS

1 SOLE AGREEMENT

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

2 CONFORMITY WITH ORDER

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

3 DELIVERY AND TITLE

3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier/Service Provider's obligations under the Order.

3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 Risk of loss or damage to Goods shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Goods has been effected.

4 If on delivery, the Goods/services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier/Service Provider's expense within the specified delivery times, without any liability due by Transnet. Goods shall be subject to such testing and/or inspection as Transnet may consider necessary.

PRICE AND PAYMENT

4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 4.2 Payment of the Supplier/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

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

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

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

6 PROPRIETARY INFORMATION

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

request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

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

- a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.
- b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
- c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

8 PUBLICITY

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

9 DEVELOPMENT WORK IN THE PRODUCTION OF GOODS

If the production or provision of any Goods involves research and/or development which are wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

10 AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Goods supplied for the duration of the warranty period, from delivery of any particular item of the Goods and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Goods, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Goods at a level to be agreed with Transnet.

11 NON CONFORMANCE OF GOODS/SERVICES PROCURED

11.1 In the case of Goods/services manufactured for and procured by Transnet from the Supplier/Service Provider in terms of this Agreement, being found not to conform to the

Transnet standards, specifications and requirements, Transnet at any time may be entitled to raise a Non Conformance Report (NCR) against a Supplier/Service Provider whose Goods/ Services do not conform to Transnet standards, specifications and requirements directing the Supplier/Service Provider to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.

11.2 Failure by the Supplier/Service Provider to fully comply with NCR within the period stated in sub-clause 13.1 above, shall entitle Transnet to further conditions to which the Supplier/ Service Provider must discharge in order to close the NCR or to terminate the order without giving the Supplier/Service Provider written notice of termination in terms of this Agreement.

12 TERMINATION OF ORDER

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

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

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

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

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

13 ACCESS

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

14 WARRANTY

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

15 INSOLVENCY

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

16 SUBCONTRACTING

- 16.1 The Supplier/Service Provider may only enter into a subcontracting arrangement with the approval of Transnet. If the Supplier subcontracts a portion of the contract to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.
- 16.2 Should Transnet approve the Supplier's/Service Provider's subcontracting arrangement, the Supplier/Service Provider and not the sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 16.3 The Supplier/Service Provider may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 16.4 The Supplier/Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Supplier, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

17 PAYMENT TO SUB-CONTRACTORS

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

18 CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023

- 18.1 The Supplier/Service Provider is not allowed to cede its rights for payment in terms of this Agreement without prior written approval from Transnet. Cession shall only be applicable as follows:

- a) Cession must only be applicable to the transfer of right to payment for goods/services delivered/rendered by a Supplier/Service Provider to an FSP or State Institutions;
 - b) The written request for cession must be by the Supplier/Service Provider and not a third party; and
 - c) The written request by the Supplier/Service Provider must be accompanied by the cession agreement.
- 18.2 The Supplier/Service Provider is prohibited from transferring its rights and obligations to perform under this contract. Assignments are against the principles of section 217 of the Constitution mainly, fairness, transparency and competitiveness.

19 SUPPLIER INTEGRITY PACT

The Supplier/Service Provider shall observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFQ. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself.

20 DATABASE OF RESTRICTED SUPPLIERS

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

21 NOTICES

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

22 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis

from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

23 GENERAL

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

24 COUNTERPARTS

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

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

SIGNED for and on behalf of Transnet SOC Ltd duly authorised hereto	SIGNED for and on behalf of duly authorised hereto
Registration Number 1990/000900/30	Registration Number
Signature	Signature
Name:	Name:
Position:	Position:
Date:	Date:
Place:	Place:
AS WITNESS: Signature Name	AS WITNESS: Signature Name

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION	STANDARD TERMS AND CONDITIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF MATERIALS, SPARES AND CONSUMABLES ON AN "AS AND WHEN" BASIS FOR TRANSNET SOC LTD REG.NO.1990/000900/30 OPERATING AS TRANSNET PROPERTY HEREINAFTER REFERRED TO AS "TP" AT EASTERN CAPE REGION (PORT ELIZABETH TO NOUPOORT TO KNYSNA) FOR A PERIOD OF TWELVE (12) MONTHS
SERVICE PROVIDER	TBA
CONTRACT NUMBER	TBA
DURATION	TWELVE MONTHS (12)
COMMENCEMENT DATE	TBA
EXPIRY DATE	TBA

With reference to the Standard Terms and Conditions of Contract, Reference Number TP/2023/07/0004/37465/RFQ dated 27/07/2023, ("Contract") between Transnet SOC Ltd ("Transnet") and (the " Service Provider") pursuant to which you have agreed to perform certain services for and on behalf of Transnet subject to such Contract.

The defined terms in the Contract will, unless otherwise indicated, have the same meaning in this Schedule of Requirements. In consideration of the mutual covenant and agreements contained in the Contract and in this Schedule of Requirements, it is agreed as follows:

1. Description of the Services

The scope of services to be performed by the service provider is the supply and delivery of materials, spares and consumables on an "As and When" basis for various TP sites in the Eastern Cape Region (Port Elizabeth to Noupoort to Knysna) for a period of twelve (12) months.

The details for the services to be provided are as stipulated in clause 2 below.

2. Scope of Services

2.1 Deliverables

The service provider shall:

Refer Annexure A – Specification / Scope of Works

3. Contract Manager/s & Personnel to provide the Services

Transnet Contract Manager	Ouma Senoamadi
Designation	General Manager:
Operating Division	Transnet Property
Address	8th floor, 150 Commissioner street, Carlton Centre, Johannesburg, 2001
Telephone	
Email	

Service Provider's Account Manager	
Designation	
Address	
Telephone	
Email	

4. Performance Review Meetings

Contract management and performance review meetings will be held as required by Transnet's Contract Manager.

5. Fees & Disbursements

5.1 In consideration of the performance of the Services by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding R 0 (excluding/including VAT) over the twelve (12) month period.

IN WITNESS of which this Schedule of Requirements has been duly executed by the parties.

SIGNED for and on behalf of

.....

Signature.....

Name.....

Position.....

Date.....

SIGNED for and on behalf of

Transnet SOC Ltd

Signature.....

Name.....

Position.....

Date.....

APPENDIX 1

Address for Notices

Any notice or communications between the parties to be given under this Agreement shall be deemed to have been received at the following times:

- i. by email transmission – when the sender receives confirmation of receipt;
- ii. by hand delivery - immediately upon receipt by the recipient.

Any notice or communications between the parties shall be delivered to the addresses set out below:

The Service Provider

Addressee:

.....

Attention:

Physical Address:

Postal Address:

.....

.....

.....

email:

Transnet

Addressee:

Transnet SOC Ltd

Attention : Group Legal Counsel

Physical Address:

08th Floor

Carlton Centre

150 Commissioner Street

Johannesburg

2001

Postal Address:

P.O. Box 72501

Parkview

email:

Either party may, by a notice given in accordance with this Schedule 1, change its address or email address for the purpose of this Schedule 1.

APPENDIX 2

Non- Disclosure Agreement

Date: 20--

I (*name*)

Of (*address*)
.....
.....

Undertake to Transnet SOC Ltd ("Transnet") that:

1. I shall keep confidential and not to disclose or make available to any third party, except with the express prior written consent of Transnet, any Confidential Information relating to Transnet business, assets, customers or staff which is disclosed to me or to which I may have access during the course of providing Services to Transnet ("my assignment"); and
2. Upon termination of my assignment, I shall return to Transnet all documents, books, discs, tapes or other records (in whatever medium) which I may have in my possession, custody or control and which are the property of Transnet, its customers, staff or agents and any copies thereof.

For the purposes of this Confidentiality Agreement, "Confidential Information" shall mean any information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs of the Transnet Group or its customers, whether in writing, conveyed orally or by machine-readable medium.

I understand that this Confidentiality Agreement shall survive the termination of my assignment.

SIGNED at _____ on _____ 20--

(*Signature*)

in the presence of:-

Witness name:

Witness Signature:

Witness address:
.....

Annexure E

GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

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

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

2 GENERAL

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

3 SUBMITTING OF BID DOCUMENTS

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

4 USE OF BID FORMS

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

5 BID FEES

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

6 VALIDITY PERIOD

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

7 SITE VISITS / BRIEFING SESSIONS

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

8 CLARIFICATION BEFORE THE CLOSING DATE

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

9 COMMUNICATION AFTER THE CLOSING DATE

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

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

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

11 RETURNABLE DOCUMENTS

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

12 DEFAULTS BY RESPONDENTS

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

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

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

13 CURRENCY

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

14 PRICES SUBJECT TO CONFIRMATION

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

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

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

16 EXCHANGE AND REMITTANCE

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

17 ACCEPTANCE OF BID

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

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

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

19 TERMS AND CONDITIONS OF CONTRACT

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

20 CONTRACT DOCUMENTS

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

21 LAW GOVERNING CONTRACT

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

22 IDENTIFICATION

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

23 RESPONDENT'S SAMPLES

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

24 SECURITIES

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

25 PRICE AND DELIVERY BASIS FOR GOODS

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

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

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

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

26 EXPORT LICENCE

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

27 QUALITY OF MATERIAL

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

28 DELETION OF ITEMS EXCLUDED FROM BID

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

29 VALUE-ADDED TAX

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

29.2 In respect of foreign Services rendered:

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

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

30.1 Method of Payment

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

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

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

30.2 Conditional Discount

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

31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

31.1 Contract Quantities

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

31.2 Delivery Period

a) Period Contracts and Fixed Quantity Requirements

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

b) Progress Reports

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

c) Emergency Demands as and when required

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

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

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 Copyright

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

32.2 Drawings and specifications

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

32.3 Respondent's drawings

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

32.4 Foreign specifications

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

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

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

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

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

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

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

34 DATABASE OF RESTRICTED SUPPLIERS

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

35 CONFLICT WITH ISSUED RFX DOCUMENT

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

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Annexure F

NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

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

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

and

the Company as indicated in the RFP bid response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

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Annexure G

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

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

PREAMBLE

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

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

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

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

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

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

4 INDEPENDENT BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority **[NPA]** for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

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

6 DATABASE OF RESTRICTED SUPPLIERS

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

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

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
 - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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