

**Transnet National Port Authority**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

**REQUEST FOR QUOTATION [RFQ] No. DRS/02/2021**

**FOR THE PROVISION OF: THE ANNUAL CERTIFICATION AND REPLENISHMENT OF MEDICATION, MEDICAL EQUIPMENT AND ANNUAL SERVICING OF BREATHALYSERS, OXYGEN AND RADIATION METERS FOR THE ILEMBE, ISANDLWANA, ITALENI, IMPISI AND NEW PLOUGH TUG: 2 YEAR CONTRACT**

**FOR DELIVERY TO: THE SECRETARIAT, PORT ACQUISITION COUNCIL  
DREDGING SERVICES TENDER BOX  
GROUND FLOOR  
10 MAHATMA GANDHI ROAD  
POINT  
DURBAN  
4001**

**ISSUE DATE: 21.09.2021**

**CLOSING DATE: 07.10.2021**

**CLOSING TIME: 10:00AM**

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

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

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

|                                                                                                                                                                       |                                                                                                                                                                                                                                |             |                                     |                                                |                                                                                       |               |                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------------------------|------------------------------------------------|---------------------------------------------------------------------------------------|---------------|----------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF Transnet National Port Authority, A DIVISION TRANSNET SOC LTD</b>                                                |                                                                                                                                                                                                                                |             |                                     |                                                |                                                                                       |               |                |
| BID NUMBER:                                                                                                                                                           | <b>DRS/02/2021</b>                                                                                                                                                                                                             | ISSUE DATE: | <b>21.09.2021</b>                   | CLOSING DATE:                                  | <b>07.10.2021</b>                                                                     | CLOSING TIME: | <b>10:00AM</b> |
| DESCRIPTION                                                                                                                                                           | THE ANNUAL CERTIFICATION AND REPLENISHMENT OF MEDICATION, MEDICAL EQUIPMENT AND ANNUAL SERVICING OF BREATHALYSERS, OXYGEN AND RADIATION METERS FOR THE ILEMBE, ISANDLWANA, ITALENI, IMPISI AND NEW PLOUGH TUG: 2 YEAR CONTRACT |             |                                     |                                                |                                                                                       |               |                |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                            |                                                                                                                                                                                                                                |             |                                     |                                                |                                                                                       |               |                |
| THE SECRETARIAT, PORT ACQUISITION COUNCIL<br>DREDGING SERVICES TENDER BOX<br>GROUND FLOOR<br>10 MAHATMA GANDHI ROAD<br>POINT<br>DURBAN<br>4001                        |                                                                                                                                                                                                                                |             |                                     |                                                |                                                                                       |               |                |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                 |                                                                                                                                                                                                                                |             |                                     | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |                                                                                       |               |                |
| CONTACT PERSON                                                                                                                                                        | Mlungisi Shoji                                                                                                                                                                                                                 |             |                                     | CONTACT PERSON                                 | N/A                                                                                   |               |                |
| TELEPHONE NUMBER                                                                                                                                                      | 031-361-8825                                                                                                                                                                                                                   |             |                                     | TELEPHONE NUMBER                               | N/A                                                                                   |               |                |
| FACSIMILE NUMBER                                                                                                                                                      | N/A                                                                                                                                                                                                                            |             |                                     | FACSIMILE NUMBER                               | N/A                                                                                   |               |                |
| E-MAIL ADDRESS                                                                                                                                                        | Mlungisi.Shoji@transnet.net                                                                                                                                                                                                    |             |                                     | E-MAIL ADDRESS                                 | N/A                                                                                   |               |                |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                           |                                                                                                                                                                                                                                |             |                                     |                                                |                                                                                       |               |                |
| NAME OF BIDDER                                                                                                                                                        |                                                                                                                                                                                                                                |             |                                     |                                                |                                                                                       |               |                |
| POSTAL ADDRESS                                                                                                                                                        |                                                                                                                                                                                                                                |             |                                     |                                                |                                                                                       |               |                |
| STREET ADDRESS                                                                                                                                                        |                                                                                                                                                                                                                                |             |                                     |                                                |                                                                                       |               |                |
| TELEPHONE NUMBER                                                                                                                                                      | CODE                                                                                                                                                                                                                           |             | NUMBER                              |                                                |                                                                                       |               |                |
| CELLPHONE NUMBER                                                                                                                                                      |                                                                                                                                                                                                                                |             |                                     |                                                |                                                                                       |               |                |
| FACSIMILE NUMBER                                                                                                                                                      | CODE                                                                                                                                                                                                                           |             | NUMBER                              |                                                |                                                                                       |               |                |
| E-MAIL ADDRESS                                                                                                                                                        |                                                                                                                                                                                                                                |             |                                     |                                                |                                                                                       |               |                |
| VAT REGISTRATION NUMBER                                                                                                                                               |                                                                                                                                                                                                                                |             |                                     |                                                |                                                                                       |               |                |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                            | TAX COMPLIANCE SYSTEM PIN:                                                                                                                                                                                                     |             | OR                                  | CENTRAL SUPPLIER DATABASE                      | UNIQUE REGISTRATION REFERENCE NUMBER:<br>MAAA                                         |               |                |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                          | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                           |             | B-BBEE STATUS LEVEL SWORN AFFIDAVIT |                                                | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |               |                |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                                                                                                                                                                                |             |                                     |                                                |                                                                                       |               |                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                    |                                                                                   |                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | <b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER QUESTIONNAIRE BELOW ] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                    |                                                                                   |                                                                                                   |
| <p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b></p> |                                                                                    |                                                                                   |                                                                                                   |

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

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

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

## SECTION 2: NOTICE TO BIDDERS

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### 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 4 [*Communication*] below:

### 3 Preferential Procurement Prequalification Criteria

#### 3.1 Minimum B-BBEE level

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

A bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid.

### 4 Communication

4.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted to **Mlungisi Shoji** before **10:00 am on 27.09.2021**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

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

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

4.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Port Acquisition Council on any matter relating to its RFQ response:

Telephone 031-361-8825

Email: Mlungisi.Shozi@transnet.net

### 5 Legal Compliance

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

### 6 Employment Equity Act

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

### 7 Changes to Quotations

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

## **8 Binding Offer**

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

## **9 Disclaimers**

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

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

## **10 Specification/Scope of Work**

Refer to Annexure A.

## **11 Legal review**

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

## 12 Security clearance

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

## 13 National Treasury's Central Supplier Database

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

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

## 14 Tax Compliance

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

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

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

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

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

### TIP-OFFS ANONYMOUS:



**Ethics Helpdesk (Pty) Ltd.**  
Ethics Management Systems™

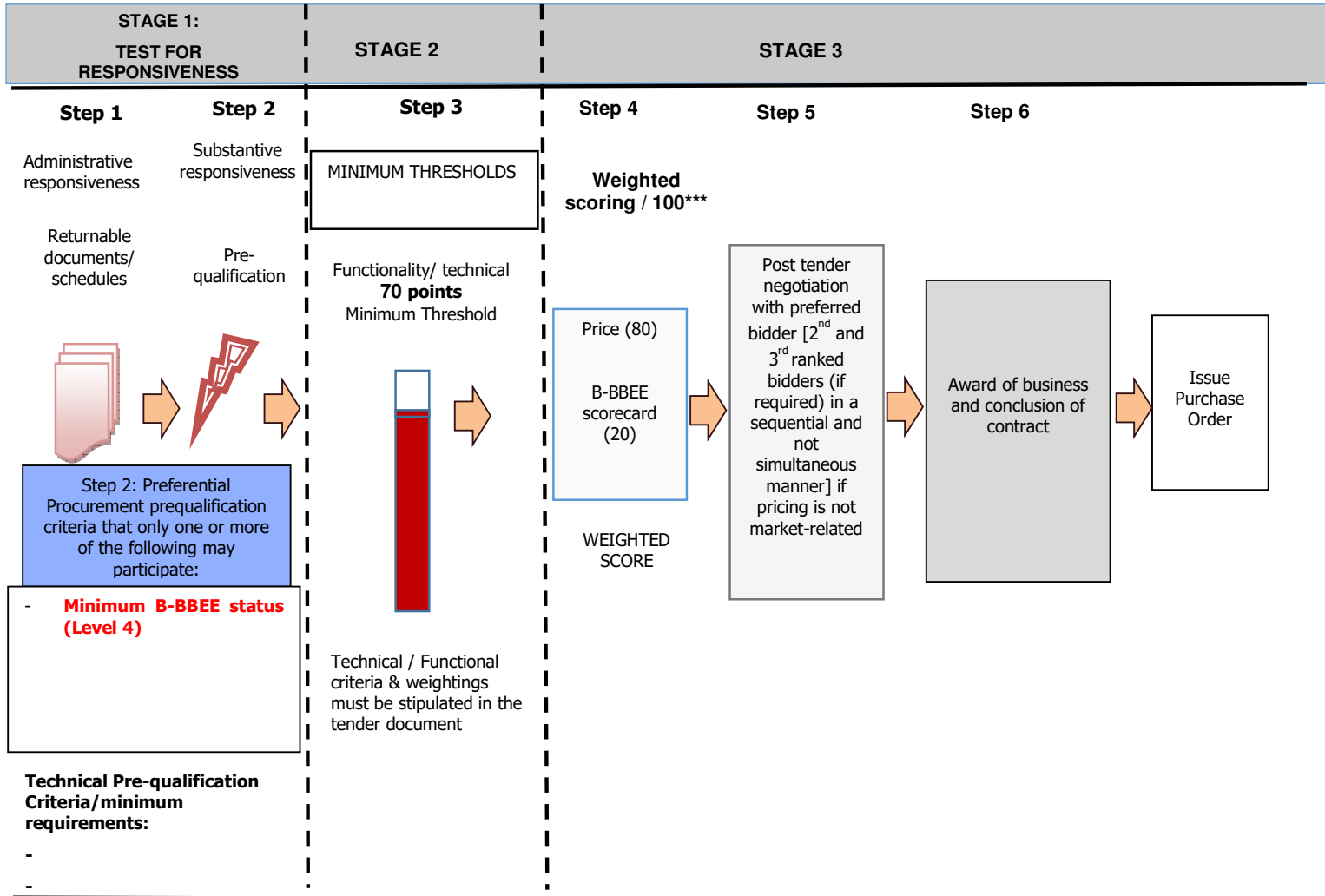
You can choose to be **Anonymous** or **Non-Anonymous** on **ANY** of the platforms  
**PLEASE RETAIN YOUR REFERENCE NUMBER**

|                                                                                                         |                                                                                                                                                                                                    |                                                                                                                        |                                                                                                               |                                                                                       |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|                      |                                                                                                                 |                                     |                          |  |
|                                                                                                         | <p><b>AI Voice Bot "Jack"</b><br/>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.</p> | <p><b>What's App</b><br/>Speak to an Agent via What's App.</p>                                                         | <p><b>Speak to an Agent</b><br/>Speak to an Agent via the platform with no call or data charge</p>            | <p><b>Telegram</b><br/>Speak to an Agent via Telegram</p>                             |
|  <b>0800 003 056</b> |  <b>086 551 4153</b>                                                                                            |  <b>reportit@ethicshelpdesk.com</b> |  <b>*120*0785980808#</b> |                                                                                       |

## 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 pre-qualification criteria set by Transnet, have been met                                                                                        | <i>All sections including: Section 2 paragraphs 3.1.</i> |
| • Whether the Bid contains a priced offer                                                                                                                              | <i>Section 4 - Quotation Form</i>                        |
| • Whether the Bid materially complies with the scope and/or specification given                                                                                        | <i>All Sections</i>                                      |
| • Whether any set prequalification criteria for preferential procurement have been met:<br>– <b>The minimum B-BBEE threshold in this instance is a B-BBEE Level 4.</b> | <i>Section 2 - Paragraph 3</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 70 points for Technical Criteria**

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

| Technical Evaluation Criteria                | Points Weightings | Scoring guideline          |
|----------------------------------------------|-------------------|----------------------------|
| • Experience                                 | 10                | <i>Refer to Annexure B</i> |
| • Qualifications and skills of key personnel | 45                | <i>Refer to Annexure B</i> |
| • Pharmaceutical Facility                    | 10                | <i>Refer to Annexure B</i> |
| • Completion Time                            | 25                | <i>Refer to Annexure B</i> |
| • Response Time                              | 10                | <i>Refer to Annexure B</i> |
| <b>Total Weighting:</b>                      | <b>100</b>        |                            |
| <b>Minimum qualifying score required:</b>    | <b>70</b>         |                            |

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 Scoring**

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

| Evaluation Criteria | RFQ Reference    |
|---------------------|------------------|
| • Commercial offer  | <i>Section 4</i> |

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

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

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

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

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

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

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

### 1.6 STEP SIX: 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 60 [thirty] 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 and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

**Johannesburg Stock Exchange Debt Listing Requirements**

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

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

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

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

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

| The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld. |                           |                                                                      |                |                                          |                                                  |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------|----------------|------------------------------------------|--------------------------------------------------|------------|
| <b>Is the Respondent</b><br>(Complete with a "Yes" or "No")                                                                                                                                                                                                                                                        |                           |                                                                      |                |                                          |                                                  |            |
| <b>A DPIP/FPPO</b>                                                                                                                                                                                                                                                                                                 |                           | <b>Closely Related to a DPIP/FPPO</b>                                |                | <b>Closely Associated to a DPIP/FPPO</b> |                                                  |            |
| <b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>                                                                                                                                                                    |                           |                                                                      |                |                                          |                                                  |            |
| No                                                                                                                                                                                                                                                                                                                 | Name of Entity / Business | Role in the Entity / Business<br>(Nature of interest/ Participation) | Shareholding % | Registration Number                      | Status<br>(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        | <b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i></b>                                                                                                                          |
| Returnable Documents Used for Scoring | <b><i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i></b>       |
| Essential Returnable Documents        | <b><i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i></b> |

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

##### a) Mandatory Returnable Documents

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

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

##### b) Returnable Documents Used for Scoring

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

| <b>RETURNABLE DOCUMENTS USED FOR SCORING</b>                                             | <b>SUBMITTED<br/>[Yes or No]</b> |
|------------------------------------------------------------------------------------------|----------------------------------|
| Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of |                                  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| this RFQ.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| Fully Completed Schedule of Prices as stipulated in Annexure C of this RFQ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Demonstrate relevant experience in the annual certification and replenishment of medication, medical equipment and annual calibration and certification of breathalysers, oxygen and radiation meters. The respondent must provide references from contactable clients where they have conducted this sort of work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| Demonstrate that personnel are qualified to service and calibrate the breathalysers, oxygen and radiation meters. The respondent's personnel must also be qualified to inspect and certify medical supplies and medical equipment as stipulated in the scope of work. The respondent must submit, as part of the proposal, the following: - <ul style="list-style-type: none"> <li>The composition of the proposed team, clearly outlining the main disciplines/specialities of this contract and the key personnel responsible.</li> <li>Submit copies of certificates of competency of the company and personnel that show compliance with The Pharmacy Act, 1974 (Act No.53 of 1974). Ideally pharmacist should be approved by SAMSA.</li> <li>Submit copies of certificate of competency of the company and personnel showing that they are SANAS/SABS accredited to calibrate and certify oxygen and radiation meters.</li> </ul> |  |
| Demonstrate access to Pharmaceutical facilities within a 50km (fifty kilometer) radius of the Port of Durban.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Demonstrate time required to complete each task (in writing on the company letterhead/ or a reputable supplier's letterhead).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Demonstrate maximum response time to start the work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |

**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:

| <b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>                                                                                                 | <b>SUBMITTED<br/>[Yes or No]</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement |                                  |
| Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years                            |                                  |
| SECTION 5: Certificate of Acquaintance with RFQ Documents                                                                                             |                                  |
| SECTION 6: RFQ Declaration and Breach of Law Form                                                                                                     |                                  |
| SECTION 7: B-BBEE Preference Claim Form                                                                                                               |                                  |
| SECTION 8: SBD 9 - Certificate Of Independent Bid Determination                                                                                       |                                  |
| SECTION 9: Protection of Personal Information                                                                                                         |                                  |

**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.

---

Respondent's Signature

---

Date & Company Stamp

**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.**

[Please complete fully and check all rates and totals for errors.]

**Total Price of the contract for the two (2) year period \_\_\_\_\_ [excluding VAT] \_\_\_\_\_ [including VAT].**

**Delivery Lead-Time from date of purchase order: \_\_\_\_\_ [days/weeks]**

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

**Notes to Pricing:**

- a) 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-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
  - (ii) 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;
  - (iii) 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.

- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) 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 will 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.

## SECTION 5

### CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**SECTION 6**  
**RFQ DECLARATION AND BREACH OF LAW FORM**

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

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

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

**DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)**

12. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

13.1. Full Name of bidder or his or her representative: .....

13.2. Identity Number: .....

13.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

<sup>1</sup> "State" means –

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

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

13.4. Company Registration Number: .....

13.5. Tax Reference Number: .....

13.6. VAT Registration Number: .....

|                                                                                                                                                                                                                                                   |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 13.7. Are you or any person connected with the bidder presently employed by the state?                                                                                                                                                            | <b>YES / NO</b> |
| 13.7.1. If so, furnish the following particulars:                                                                                                                                                                                                 |                 |
| Name of person / director / trustee / shareholder/ member:                                                                                                                                                                                        | .....           |
| Name of state institution at which you or the person connected to the bidder is employed :                                                                                                                                                        | .....           |
| Position occupied in the state institution:                                                                                                                                                                                                       | .....           |
| Any other particulars:                                                                                                                                                                                                                            | .....           |
| 13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?                                                                                | <b>YES / NO</b> |
| 13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.                                                  | <b>YES / NO</b> |
| 13.8.2. If no, furnish reasons for non-submission of such proof:                                                                                                                                                                                  | .....           |
| 13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?                                                               | <b>YES / NO</b> |
| 13.9.1. If so, furnish particulars:                                                                                                                                                                                                               | .....           |
| 13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?                            | <b>YES / NO</b> |
| 13.10.1. If so, furnish particulars:                                                                                                                                                                                                              | .....           |
| 13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? | <b>YES / NO</b> |
| 13.11.1. If so, furnish particulars:                                                                                                                                                                                                              | .....           |
| 13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?                                                      | <b>YES / NO</b> |
| 13.12.1. If so, furnish particulars:                                                                                                                                                                                                              | .....           |

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

**14. Full details of directors / trustees / members / shareholders.**

| Full Name | Identity Number | Personal Tax Reference Number | State Employee Number / Personal Number |
|-----------|-----------------|-------------------------------|-----------------------------------------|
|           |                 |                               |                                         |
|           |                 |                               |                                         |
|           |                 |                               |                                         |

**BREACH OF LAW**

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

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

NATURE OF BREACH:

\_\_\_\_\_

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

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

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

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

## SECTION 7

### B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

#### 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised

competitive bidding processes or proposals;

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

### 3. POINTS AWARDED FOR PRICE

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

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

##### 80/20

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

Where

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

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

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

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

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

| Enterprise       | B-BBEE Certificate & Sworn Affidavit                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Large            | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| QSE              | Certificate issued by SANAS accredited verification agency<br>Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)<br>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .] |
| EME <sup>3</sup> | Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership<br>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership<br>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard                                                                                                                                      |

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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

( Tick applicable box)

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

<sup>3</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a Sworn Affidavit as the generic codes are not applicable to them.

## 7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

8.6 **COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

**WITNESSES**

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....

**SECTION 8****SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>4</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a bid;
  - e. the submission of a bid which does not meet the specifications and conditions of the bid; or

\_\_\_\_\_  
<sup>4</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

- f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 9****PROTECTION OF PERSONAL INFORMATION**

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

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

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

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

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

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

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

Annexure "A"



### **DREDGING SERVICES**

**THE ANNUAL CERTIFICATION AND REPLENISHMENT OF MEDICATION,  
MEDICAL EQUIPMENT AND ANNUAL SERVICING OF BREATHALYSERS,  
OXYGEN AND RADIATION METERS FOR THE ILEMBE, ISANDLWANA,  
ITALENI, IMPISI AND NEW PLOUGH TUG: 2 YEAR CONTRACT**

## PROJECT SPECIFICATIONS

### Overview

The “ILEMBE, ISANDLWANA, ITALENI AND IMPISI/ NEW PLOUGH TUG” are self-propelled dredgers. It is our intention to undertake the annual certification and replenishment of medication, medical equipment and annual servicing of breathalysers, oxygen and radiation meters as outlined in the scope of work. The work has to be undertaken in the Port of Durban.

#### Note:

1. All work contained within the scope of work is subject to confirmation by Dredging Services.
2. Only competent personnel should service/certify the equipment.
3. Personnel inspecting and servicing the equipment, and medication that is supplied should comply with The Ship's Medicines and Medical Appliances Regulations, 1991 as well as The Pharmacy Act, 1974 (Act No.53 of 1974) and should conform to the standards and requirements laid down by the Medicines and Related Substances Control Act, 1965 (Act No.101 of 1965). Ideally the pharmacist must also be SAMSA approved.
4. Personnel conducting calibration and certification of the oxygen meters and radiation meters must be SANAS or SABS approved.

#### A. ILEMBE

1. Pharmacist should attend to the Dredger and should properly check all the medical supplies, first aid boxes and equipment that is on board the Dredger on an annual basis. The pharmacist must be registered under the Pharmacy Act, 1974 (Act No. 53 of 1974). Inspect and refill medical oxygen.
2. Report on all deficiencies upon inspection to the Captain and Project manager. Submit a list of items that need renewal/replenishment.
3. Issue a certificate of compliance upon checking and updating all the medical supplies and equipment on board the Dredgers.

#### B. ISANDLWANA

4. Pharmacist should attend to the Dredger and should properly check all the medical supplies, first aid boxes and equipment that is on board the Dredger on an annual basis. The pharmacist must be registered under the Pharmacy Act, 1974 (Act No. 53 of 1974). Inspect and refill medical oxygen.
5. Report on all deficiencies upon inspection to the Captain and Project manager. Submit a list of items that need renewal/replenishment.
6. Issue a certificate of compliance upon checking and updating all the medical supplies and equipment on board the Dredgers.

#### C. ITALENI

7. Pharmacist should attend to the Dredger and should properly check all the medical supplies, first aid boxes and equipment that is on board the Dredger on an annual basis. The pharmacist must be registered under the Pharmacy Act, 1974 (Act No. 53 of 1974). Inspect and refill medical oxygen.
8. Report on all deficiencies upon inspection to the Captain and Project manager. Submit a list of items that need renewal/replenishment.
9. Issue a certificate of compliance upon checking and updating all the medical supplies and equipment on board the Dredgers.

#### D. IMPISI/ NEW PLOUGH TUG

10. Pharmacist should attend to the Dredger and should properly check all the medical supplies, first aid boxes and equipment that is on board the Dredger on an annual basis. The pharmacist must be registered under the Pharmacy Act, 1974 (Act No. 53 of 1974). Inspect and refill medical oxygen.
11. Report on all deficiencies upon inspection to the Captain and Project manager. Submit a list of items that need renewal/replenishment.

12. Issue a certificate of compliance upon checking and updating all the medical supplies and equipment on board the Dredgers.

#### E. OTHER

13. Do an annual inspection, calibration and certification of the breathalyser on board each Dredger.  
 14. Do an annual inspection, calibration and certification of the oxygen meter on board each Dredger.  
 15. Do an annual inspection, calibration and certification of the radiation meter on board each Dredger.  
 16. Supply and deliver the following medicines as and when required by the various Dredgers.

| Medicine<br>(Ordering name is in small letters)                                                                                                                                                           | Ordering size                           | Label                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------|
| <b>ACTIVATED CHARCOAL</b><br>Activated charcoal effervescent granules .....                                                                                                                               | 5 sachet .....                          | MEDICINAL CHARCOAL, poison anti-dote |
| <b>ADRENALINE</b><br>Adrenaline acid tartrate injection 1,8 mg in 1 ml (1 in 1 000)                                                                                                                       | 1,0 ml ampoule .....                    | ADRENALINE INJECTION (1:1 000).....  |
| <b>AMINOPHYLLINE</b><br>Aminophylline .....                                                                                                                                                               | 50 mg suppository .....                 | AMINOPHYLLINE, suppositories .....   |
| <b>AMITRIPTYLINE</b><br>Amitriptyline hydrochloride .....                                                                                                                                                 | 25 mg only .....                        | AMITRIPTYLINE (25 mg) .....          |
| <b>AMOXYCILLIN</b><br>Amoxycillin trihydrate .....                                                                                                                                                        | 250 mg capsule .....                    | AMOXYCILLIN .....                    |
| <b>ANAESTHETIC EYE DROPS</b><br>Amethocaine 0,5% .....                                                                                                                                                    | 5 ml bottles in single dose applicators | ANAESTHETIC DROPS.....               |
| <b>ANTIBIOTIC EAR DROPS</b><br>Ear drops containing in each ml neomycin 3 400 units, polymycin B sulphate 10 000 units, hydrocortisone 10 mg (to be used only on medical advice and labelled accordingly) | 5 ml dropper bottles .....              | ANTIBIOTIC EAR DROPS .....           |
| <b>ARACHIS OIL</b><br>Arachis (peanut) oil .....                                                                                                                                                          | 10 ml bottle with dropper .....         | ARACHIS OIL .....                    |
| <b>ASCORBIC ACID</b><br>1. Ascorbic acid (Vitamin C) .....                                                                                                                                                | 1 g soluble tablet .....                | ASCORBIC ACID, 1 g tablets .....     |
| <b>ASPIRIN</b><br>Soluble aspirin .....                                                                                                                                                                   | 300 mg dispersible tablet .....         | ASPIRIN (300 mg tablets).....        |
| <b>ATROPINE</b><br>Atropine sulphate injection 1 mg in 1 ml .....                                                                                                                                         | 1 ml ampoule .....                      | ATROPINE INJECTION .....             |
| <b>BENZOIC ACID</b><br>Benzoic acid compound ointment (benzoic acid 6%, salicylic acid 3%, in emulsifying ointment). Often called Whitfield's ointment                                                    | 50 g .....                              | WHITFIELD'S OINTMENT .....           |
| <b>BENZYL BENZOATE</b> .....                                                                                                                                                                              | 500 ml .....                            | BENZYL BENZOATE .....                |
| <b>BISMUTH SUBGALLATE</b><br>Bismuth subgallate compound suppository (bismuth subgallate 200 mg, zinc oxide 120 mg)                                                                                       | 1 g sup-pository .....                  | HAEMORRHOID SUPPOSITORY .....        |
| <b>BURN CREAM</b><br>Silver sulphadiazine cream 1% w/w .....                                                                                                                                              | 50 g tube .....                         | BURN CREAM .....                     |
| <b>CALAMINE LOTION</b><br>Calamine lotion 15% .....                                                                                                                                                       | 100 ml bottle .....                     | CALAMINE LOTION .....                |

| Medicine<br>(Ordering name is in small letters)                                                                                                         | Ordering size            | Label                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------------------------------------------------------------|
| CETRIMIDE CONCENTRATE<br>Cetrimide concentrate 40% .....                                                                                                | 100 ml bottle .....      | CETRIMIDE CONCENTRATE wound<br>cleanser                                                              |
| CHLORAMPHENICOL<br>Chloramphenicol eye ointment 1% .....                                                                                                | 3,5 g dispenser .....    | ANTIBIOTIC EYE OINTMENT .....                                                                        |
| Chloramphenicol eye drops .....                                                                                                                         | 10 ml .....              | ANTIBIOTIC EYE DROPS .....                                                                           |
| CHLOROQUINE<br>Either chloroquine sulphate 200 mg tabs (150 mg chlo-<br>roquine base) or chloroquine phosphate 250 mg tabs<br>(155 mg chloroquine base) | 200/250 mg tablets ..... | CHLOROQUINE (200 mg) .....                                                                           |
| CHLORPHENIRAMINE<br>1. Chlorpheniramine maleate .....                                                                                                   | 4 mg tablet .....        | CHLORPHENIRAMINE tablets .....                                                                       |
| 2. Chlorpheniramine maleate injection 25 mg in 1 ml ..                                                                                                  | 1 ml ampoule .....       | CHLORPHENIRAMINE injection .....                                                                     |
| CHLORPROMAZINE<br>1. Chlorpromazine hydrochloride .....                                                                                                 | 25 mg tablet .....       | CHLORPROMAZINE tablets (25 mg) .....                                                                 |
| 2. Chlorpromazine hydrochloride injection 25 mg in<br>1 ml                                                                                              | 1 ml ampoule .....       | CHLORPROMAZINE injection (25 mg/<br>1 ml)                                                            |
| CIMETIDINE<br>Cimetidine (to be used only on medical advice and<br>labelled accordingly)                                                                | 200 mg tablet .....      | CIMETIDINE (200 mg) (to be used only<br>on medical advice)                                           |
| CO-TRIMOXAZOLE<br>Co-trimoxazole (sulphamethoxazole 400 ml trimetho-<br>prim 80 mg)                                                                     | 480 mg tablets .....     | CO-TRIMOXAZOLE .....                                                                                 |
| CYCLIZINE<br>1. Cyclizine hydrochloride .....                                                                                                           | 50 mg tablets .....      | CYCLIZINE tablets .....                                                                              |
| 2. Cyclizine lactate 50 mg .....                                                                                                                        | 1 ml ampoule .....       | CYCLIZINE injection .....                                                                            |
| 3. Cyclizine .....                                                                                                                                      | 100 mg suppository ..... | CYCLIZINE suppository .....                                                                          |
| DARACHLOR .....                                                                                                                                         | Combination tablet ..... | DARACHLOR .....                                                                                      |
| DIAZEPAM<br>1. Diazepam .....                                                                                                                           | 5 mg tablet .....        | DIAZEPAM tablets .....                                                                               |
| 2. Diazepam injection 10 mg in 2 ml .....                                                                                                               | 2 ml ampoule .....       | DIAZEPAM injection .....                                                                             |
| DIPHENHYDRAMINE EXPECTORANT .....                                                                                                                       | 200 ml bottles .....     | COUGH LINCTUS .....                                                                                  |
| DITHYDROCODEINE<br>Dithydrocodeine tartrate .....                                                                                                       | 30 mg tablets .....      | DITHYDROCODEINE (to be used only<br>on medical advice)                                               |
| ERGOMETRINE<br>Ergometrine maleate injection 0,5 mg in 1 ml .....                                                                                       | 1 ml ampoule .....       | ERGOMETRINE injection .....                                                                          |
| ERYTHROMYCIN<br>Erythromycin .....                                                                                                                      | 250 mg tablet .....      | ERYTHROMYCIN .....                                                                                   |
| ETHYL CHLORIDE SPRAY .....                                                                                                                              | 100 mg bottle .....      | LOCAL ANAESTHETIC SPRAY .....                                                                        |
| FUROSEMIDE<br>1. Furosemide .....                                                                                                                       | 40 mg tablet .....       | FUROSEMIDE tablets .....                                                                             |
| 2. Furosemide injection 10 mg in 1 ml .....                                                                                                             | 2 ml ampoule .....       | FUROSEMIDE injection .....                                                                           |
| GAMMA BENZINE HEXACHLORIDE<br>1. Gamma benzine hexachloride 1% body cream .....                                                                         | 50 g container .....     | GAMMA BENZINE CREAM .....                                                                            |
| 2. Gamma benzine hexachloride 2% hair application .....                                                                                                 | 200 ml container .....   | GAMMA BENZINE LOTION .....                                                                           |
| GLYCERYL TRINITRATE<br>Glyceryl trinitrate .....                                                                                                        | 0,5 mg tablet .....      | GLYCERYL TRINITRATE (to be labelled<br>"not to be used more than four weeks<br>after first opening") |
| GUTTA PERCHA .....                                                                                                                                      | Box .....                | GUTTA PERCHA dental filling .....                                                                    |
| HYDROCORTISONE OINTMENT<br>Hydrocortisone 1% ointment .....                                                                                             | 15 g container .....     | HYDROCORTISONE OINTMENT .....                                                                        |
| HYDROGEN PEROXIDE<br>Hydrogen peroxide 6% solution .....                                                                                                | 100 ml bottle .....      | HYDROGEN PEROXIDE .....                                                                              |

| Medicine<br>(Ordering name is in small letters)                                                                                               | Ordering size                                  | Label                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------------------------------------------------|
| HYOSCINE BUTYL BROMIDE<br>Hyoscine butyl bromide .....                                                                                        | 10 mg tablet .....                             | HYOSCINE BUTYL BROMIDE.....                                                         |
| INDOMETHACIN<br>Indomethacin.....                                                                                                             | 100 mg suppository .....                       | INDOMETHACIN SUPPOSITORIES .....                                                    |
| LIGNOCAINE<br>1. Lignocaine hydrochloride 1% (plain) 20 mg in 2 ml<br>2. Lignocaine hydrochloride 2% lubricant in a water-miscible base (gel) | 20 ml ampoule .....                            | LIGNOCAINE 1% (no adrenaline) .....                                                 |
|                                                                                                                                               | 20 g container .....                           | LIGNOCAINE GEL .....                                                                |
| LOPERAMIDE .....                                                                                                                              | 6-tablet pack .....                            | LOPERAMIDE.....                                                                     |
| MAGNESIUM TRISILICATE COMPOUND<br>Magnesium trisilicate compound (magnesium trisilicate 250 mg, dried aluminium hydroxide gel 120 mg)         | 370 mg compound tablet.....                    | MAGNESIUM TRISILICATE COMPOUND                                                      |
| MEBENDAZOLE<br>Piperazine phosphate hydrate 4 g and sennosides.....                                                                           | 10 mg tablets .....                            | MEBENDAZOLE tablets.....                                                            |
| MENTHOL AND BENZOIN<br>Menthol and Benzoil inhalation (menthol 1 g and benzoil inhalation 0.05% to 50 ml)                                     | 50 ml bottle.....                              | MENTHOL AND BENZOIN.....                                                            |
| METRONIDAZOLE<br>Metronidazole.....                                                                                                           | 200 mg tablet .....                            | METRONIDAZOLE .....                                                                 |
| MICONAZOLE<br>1. Miconazole nitrate 2% vaginal cream .....                                                                                    | 178 g container .....                          | MICONAZOLE vaginal cream.....                                                       |
| 2. Miconazole nitrate pessaries .....                                                                                                         | Pack of 14 x 100 mg pessaries with an inserter | MICRONOZOLE pessaries .....                                                         |
| 3. Miconazole intrate 2% topical cream .....                                                                                                  | 30g container                                  | MICONAZOLE skin cream.....                                                          |
| Need only be carried by ships with woman on board                                                                                             |                                                |                                                                                     |
| MORPHINE<br>Morphine sulphate injection 15 mg in 1 ml .....                                                                                   | 1 ml ampoule.....                              | MORPHINE injection .....                                                            |
| NITRAZEPAM<br>Nitrazepam .....                                                                                                                | 5 mg tablet .....                              | NITRAZEPAM .....                                                                    |
| OIL OF CLOVES<br>Clove oil.....                                                                                                               | 10 ml bottle .....                             | TOOTHACHE ESSENCE .....                                                             |
| OXYMETAZOLINE NOSE DROPS .....                                                                                                                | 10 ml with dropper .....                       | DECONGESTANT NOSE DROPS .....                                                       |
| PARACETAMOL<br>Paracetamol .....                                                                                                              | 500 mg tablet .....                            | PARACETAMOL .....                                                                   |
| PENICILLIN V<br>Phenoxymethyl penicillin .....                                                                                                | 250 mg tablet .....                            | PENICILLIN.....                                                                     |
| PENICILLIN<br>Procaine-penicillin 300 mg/ml .....                                                                                             | 10 ml ampoule.....                             | PENICILLIN injection.....                                                           |
| PETROLEUM JELLY<br>Soft paraffin .....                                                                                                        | 100 g container .....                          | PETROLEUM JELLY .....                                                               |
| PHENOBARBITONE<br>Phenobarbitone sodium 200 mg in 1 ml .....                                                                                  | 1 ml ampoule.....                              | PHENOBARBITONE.....                                                                 |
| POTASSIUM PERMANGANATE<br>Potassium permanganate crystals.....                                                                                | 10 g container .....                           | POTASSIUM PERMANGANATE CRYSTALS                                                     |
| PROVIDONE IODINE OINTMENT .....                                                                                                               | 25 g.....                                      | PROVIDONE IODINE OINTMENT .....                                                     |
| PREDNISOLONE<br>1. Prednisolone .....                                                                                                         | 5 mg tablets .....                             | PREDNISOLONE.....                                                                   |
| 2. Prednisolone injection 25 mg in 1 ml .....                                                                                                 | 5 ml vial .....                                | PREDNISOLONE Injection (to be used only on medical advice and labelled accordingly) |
| PYRIMETHAMINE<br>Pyrimethamine 25 mg sulphadoxine 500 mg (required only when in or proceeding to malarial areas)                              | 525 mg tablets .....                           | PYRIMETHAMINE .....                                                                 |
| QUININE SULPHATE<br>Quinine sulphate.....                                                                                                     | 300 mg tablets .....                           | QUININE SULPHATE tablets .....                                                      |
| SALBUTAMOL<br>Salbutamol aerosol inhale unit, giving 100 micrograms per metered inhalation                                                    | 200-dose container .....                       | SALBUTAMOL .....                                                                    |
| SALT TABLETS<br>Sodium chloride and glucose enteric coated.....                                                                               | 650 mg tablet .....                            | SALT TABLETS.....                                                                   |
| SODIUM BICARBONATE<br>Sodium bicarbonate.....                                                                                                 | 100 g .....                                    | SODIUM BICARBONATE.....                                                             |

| Medicine<br>(Ordering name is in small letters)                                                                                                                                                                                   | Ordering size        | Label                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------|
| SAL VOLATILE .....                                                                                                                                                                                                                | 25 ml.....           | STIMULANT .....                              |
| SODIUM CHLORIDE AND DEXTROSE<br>Sodium chloride and dextrose oral powder compound<br>(35 mmol of Na+, 20 mmol of K+, 37 mmol of Cl, 18<br>mmol of HCO <sub>3</sub> and 200 mmol of dextrose per litre<br>when reconstituted ..... | 22 g sachets.....    | SODIUM CHLORIDE AND DEXTROSE<br>powder ..... |
| SURGICAL SPIRIT<br>Surgical spirit .....                                                                                                                                                                                          | 250 ml.....          | SURGICAL SPIRIT .....                        |
| TETANUS VACCINE<br>Tet. vac. formol toxoid, 0,5 ml (to be kept refrigerated) ...                                                                                                                                                  | 0,5 ml.....          | TETANUS VACCINE.....                         |
| TETRACYCLINE<br>Tetracycline hydro-chloride .....                                                                                                                                                                                 | 250 mg .....         | TETRACYCLINE .....                           |
| ZINC OINTMENT<br>Zinc oxide 10% in a simple ointment.....                                                                                                                                                                         | 25 g container ..... | ZINC OINTMENT.....                           |

17. Supply and deliver the following bandages, cotton wool and dressings as and when required by the various Dredgers.

| Name of item and ordering description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bandages</b><br>Each bandage to be individually wrapped.<br>(1) Crepe, BP, 7,5 cm x 4,5 m when stretched .....<br>(2) Elastic adhesive, BP, 7,5 cm x 4 m .....<br>(3) Triangular of calico, BP, with 2 sides of about 90 cm and a base of about 127 cm .....<br>(4) Tubular gauze bandage, seamless, of a size suitable for finger dressing, a length of 200 cm, with applicator .....<br>(5) Conforming bandage, 5 cm x 3,5 m, BP .....<br>(6) Conforming bandage, 7,5 cm x 3,5 m, BP .....<br><b>Butterfly closures</b><br>Adhesive skin closures, length approximately 5 cm, individually sealed, sterile, in a container .....<br><b>Cotton wool</b><br>Absorbent cotton and viscose wadding, BP, in a roll in damp-proof packaging.<br>(1) Packaging containing 50 g, sterile.....<br>(2) Packaging containing 125 g, unsterile .....<br><b>Dressings</b><br>All dressings are to be individually wrapped in a strong and suitable container.<br>(1) Sterile paraffin gauze dressing, BP, size 10 cm x 10 cm, individually wrapped.....<br>(2) Standard BPC dressings:<br>The containers for these dressings should each bear a label with instructions covering the following: "Open by pulling tab. Avoid touching wound and do not finger the face of the sterilised pad. Place pad over wound, retain hold of short end of bandage, wind remainder firmly and tie in a knot."<br>(i) Small plain wound dressing, standard, No. 13 BPC .....<br>(ii) Medium plain wound dressing, standard, No. 14 BPC .....<br>(iii) Large plain wound dressing, standard, No. 15 BPC .....<br>(iv) Large plain wound dressing (300 mm x 200 mm).....<br>(v) Self-adhesive dressings, assorted .....<br><b>Dressing strip</b><br>Elastic adhesive medicated dressing strip, BPC, 6 cm x 1 m, in a packet .....<br><b>Gauze</b><br>Packet containing one piece of sterile absorbent cotton gauze, BP, size 30 cm x 50 cm .....<br><b>Gauze pads</b><br>Packet containing 5 sterile gauze pads, BP, size 7,5 cm x 7,5 cm .....<br><b>Gauze ribbon</b><br>Packet containing sterile absorbent cotton gauze ribbon, BP, size 2,5 cm x 5 cm .....<br><b>Swabs</b><br>A reclosable container with 100 fluted gauze swabs, BP, 10 cm x 10 cm.....<br><b>Suspensory bandage</b><br>Large size.....<br><b>Zinc oxide tape</b><br>Zinc oxide plaster, BP, 2,5 cm x 5 cm, on a spool ..... |

**F. Unforeseen work**

18. A provisional amount for unforeseen work has been allocated, this is for annual certification and replenishment of medication, medical equipment and annual servicing of breathalysers, oxygen and radiation meters should the Dredger not be at the Port of Durban at the time of annual certification or if there is a need for medical supplies beyond the scope of work stipulated above. A quote should be submitted to Dredging Services and work may only commence once approved by the project manager. Dredging Services reserves the right to accept or reject the quote.

## TECHNICAL SPECIFICATIONS

- 1. Welding**

The attention of the Contractor is directed to the requirements of the Machinery and Occupational Health and Safety Act, 1993, (Act 85 of 1993) in respect of welding, particularly electric welding in wet or damp, elevated or dangerous situations. These regulations must be strictly observed. Contractors shall accept as supplementary to, but not in conflict with these regulations, TNPA's general requirements that:

Welding operations in confined, damp, elevated or dangerous situations shall not be performed by means of alternating current. Furthermore, the equipment used must be of a type that gives direct current voltage not exceeding 70 volts on open circuit.

**In addition, all welding must be done by coded welders, and must conform to South African Maritime Safety Authority requirements.**
- 2. Compliance With Statutes And Safety Rules**

In addition to the requirements of Clause 10 of the General Conditions of Contract, contractors are required to comply with the requirements of SAMSA, Bureau Veritas, The Maritime Occupational Regulations 1994; IMO; The Ship's Medicines and Medical Appliances Regulations, 1991; The Pharmacy Act, 1974 (Act No.53 of 1974) and should conform to the standards and requirements laid down by the Medicines and Related Substances Control Act, 1965 (Act No.101 of 1965).
- 3. Competent Workforce**

Suitably qualified people must do all work undertaken by the contractor. Proof of these qualifications must be available on request.
- 4. Partial Acceptance**

In order to ensure completion of the work in the specified time frame, TNPA reserves the right to allocate specific portions of the work to different tenderers, if the work progress is not satisfactory in the sole opinion of the Project Manager
- 5. Waste**

The contractor must remove all waste material created or brought by him in the process of completing the work.
- 6. Overtime Payment**

**The duration of this contract makes allowance for 24 hour working (Including weekends and Public Holidays), where required. Hence, no additional payment for work undertaken outside of normal working hours will be made without the prior formal approval of the Project Manager.**
- 7. Maintenance Period**

All goods supplied and fitted, as well as their installation shall be subjected to a twelve-month maintenance period.

The Contractor's attention is however drawn to the fact that this vessel could at any time during the maintenance period be working at any of the South African Ports. The Contractor will therefore be responsible for rectifying any defects discovered within the duration of this maintenance period at the Port at which the vessel is working at the time of discovery of the defect, at his own cost. However, provided that prior approval from the Project Manager is obtained all transportation and accommodation costs resultant from this maintenance work (provided that this work is done at a

Port other than the Port of Durban) will be for Dredging Services' account.

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|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>8. Pharmaceutical Facilities</b></p>   | <p>The tenderer must have, or have access to Pharmaceutical facilities within a 50km (fifty kilometer) radius of the Port of Durban.</p> <p>The tenderer is required to submit at the tender stage, to TNPA proof of an agreement between himself/herself and the workshop, where access has been negotiated.</p>                                                                                                                                                                                                                                                                                      |
| <p><b>9. Commissioning</b></p>               | <p>Cold commissioning will take place during the course of the work. The Contractor is to be present during commissioning and for the SAMSA surveys, and must be able to immediately rectify defects.</p>                                                                                                                                                                                                                                                                                                                                                                                              |
| <p><b>10. Site Diary</b></p>                 | <p>A site diary will be kept on the craft and updated every day with relevant information such as weather, personnel on board, delays, disagreements, changes and the current status of the work in progress. The contractor's representative and a designated representative of TNPA will maintain the diary.</p>                                                                                                                                                                                                                                                                                     |
| <p><b>11. Additional Work</b></p>            | <p><b>No work, which shall result in a change in the contract price or the replacement of one job with another, is to be undertaken without a written variation order and approval by the project manager.</b></p>                                                                                                                                                                                                                                                                                                                                                                                     |
| <p><b>12. Ventilation</b></p>                | <p><b>Extractor fans must be utilised for any work undertaken in the buoyancy spaces, enclosed spaces and in any tanks as per SAMSA requirements.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p><b>13. Queries</b></p>                    | <p>Any queries regarding any part of this tender may be directed to the Procurement office. Email: Mlungisi.Shozi@transnet.net</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p><b>14. Compliance and Equivalence</b></p> | <ol style="list-style-type: none"> <li>1. The material used must satisfy SAMSA, Bureau Veritas, IMO and SOLAS requirements. Certification to this effect must be provided at work completion.</li> <li>2. Where the required material thickness is non-standard, use of thicker standard material may be made.</li> <li>3. Materials used must be as described in the relevant drawings, or equivalent.</li> <li>4. Specifications of equivalent materials must be included with the tender documents, and these materials may not be used without prior approval from the Project Manager.</li> </ol> |
| <p><b>15. Responsibility</b></p>             | <ol style="list-style-type: none"> <li>1. Notwithstanding any formal approval of drawings submitted to TNPA, the sole responsibility for the adequacy of the design, fabrication and installation, as well as accuracy of workmanship and quality of all materials, shall rest entirely with the Contractor who will be required to rectify any defects. (at his own costs)</li> </ol>                                                                                                                                                                                                                 |
| <p><b>16. Quality Assurance</b></p>          | <ol style="list-style-type: none"> <li>1. The Contractor shall not change any design or specification feature, which has any of the following impacts without formal approval of the Project Manager.               <ol style="list-style-type: none"> <li>(a) financial</li> </ol> </li> </ol>                                                                                                                                                                                                                                                                                                        |

- (b) interface
- (c) safety
- (d) Departure from customer requirements.

2. The sole responsibility for ensuring that all components supplied conform to the specifications shall rest with the Contractor.

## 17. Copyright

1. The Contractor hereby grants to TNPA a non-exclusive license, in accordance with the provisions of section 22 of the Copyright Act, 1978;

- (a) to copy any plan, diagram, specification, bill of quantities, design calculation or other similar document made, other than under the direction or control of TNPA, by the Contractor in connection with the Works,
- (b) to make free and unrestricted use thereof for its own purposes,
- (c) to provide copies thereof to consultants of TNPA to be used by them for the purpose of the consultancy and
- (d) to provide other parties with copies thereof for the purpose of tenders invited by it.

2. **The Contractor, furthermore, if any plan, diagram, specification, bill of quantities, design calculation or other similar document made, other than under the direction or control of TNPA by any principal or subcontractor of the Contractor, is used in connection with the Works, shall cause such principal or subcontractor to grant to TNPA a similar non-exclusive license for the purpose set out herein.**

3. **The provisions of this clause shall not apply to documents made, in the case of equipment to be supplied, in connection with the manufacturing process of the equipment supplied but only to the equipment supplied itself.**

4. **No separate or extra payment shall be due by TNPA in respect of any non-exclusive license granted in terms of this clause.**

### Commercial Specification

- 1. Contract time span** The work is to commence within 24hrs notice once the Project manager gives instruction.
- 2. Occupancy** Tenderers are to note that they will not have sole occupation of the craft, and that other contractors and ship's own personnel will be undertaking work simultaneously.
- 3. Contract Plan** The Tenderer with his first-hand knowledge of contracts of this nature, his own capabilities and the current activity in the engineering environment is to give a schedule for execution of the works, within the stipulated time. The response should be in the form of a bar chart (Gantt Chart), clearly indicating milestones for progress measurements and/or contract payments due, and must cover the main activities and make provision for normal weather conditions, all public holidays, annual holidays, close down periods and periods affecting repairs to plant or overhaul of plant which would ordinarily occur within the scheduled time. These documents should also include full particulars on facilities required by the tenderer, to complete the works, within the stipulated time.
- 4. Craft Location** The work is to be undertaken at the Port of Durban.
- 5. Penalty** In the event of the Contractor failing to complete the WORKS by the date stated in the Contract, or by such extended date as may be allowed under Clauses 17 and 28 of the General Conditions of Contract, **he shall pay to TNPA Dredging Services for every day beyond such date, as a penalty, a sum of R1, 000.00 per day up to a maximum of R10, 000.00 cumulative.** Any amount becoming payable to TNPA under this clause may be recovered in any of the ways described in Clause 34 of the General Conditions of Contract.
- 6. Contract Price Adjustment** Notwithstanding Clause 35 of the General Conditions of Contract, no price adjustment factor/s will be applied on this contract.

## **Preamble to Schedule of Quantities and Prices**

### **1. Information**

The Schedule of Quantities and Prices contains pages numbered consecutively. Before the Tenderer submits his tender he should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or the Schedule contains any obvious errors, he should apply to the Project Manager at once and have this rectified, as no liability whatsoever will be admitted by the Project Manager in respect of errors in the tender due to the Tenderer foregoing the above. All the amounts must be entered in the tendered rates and tendered amounts columns unless these columns have been greyed out.

### **2. Description**

The Schedule forms a part of and must be read in conjunction with this Specification. Reference should be made to this Specification for the full meaning of descriptions of work to be done and materials and equipment to be used, unless otherwise described in the Schedule.

### **3. Rate Inclusions**

The description of each item shall, unless otherwise stated in the Schedule, be held to include:

- Making,
- Conveying and delivering,
- Unloading,
- Storing,
- Unpacking,
- Hoisting,
- Setting,
- Fitting and fixing in position,
- Scaffolding and temporary lighting,
- Hot Work Permits,
- Cutting and waste,
- Patterns,
- Models and templates,
- Plant,
- Temporary works,
- Return of packings,
- Establishment charges,
- Profit and
- All other obligations arising out of the Conditions of Contract.

The description shall also be held to include any removal and refitting of equipment, piping, electrical cables, hydraulics, doors or insulating materials, and any opening and closing of hatches required for the work to be carried out.

Minor items such as installation materials are not shown separately in the Schedule, and the Tenderer shall include in the item prices for items such as brackets, fixing materials, etc. that are required for a complete installation in accordance with this Specification.

### **4. Rate Exclusions**

The contract does not include:

- any work concerning X-rays,
- Cranage,
- Water,

- Electricity,

These will be handled separately by Dredging Services. All other costs related to this contract are for the contractor's account.

5. **Significant Figures**
  1. All mass quantities have been rounded off to two decimal places.
  2. Totals entered into the Schedule must also use two decimal places.
6. **Rate Extensions**

The offered rates must be multiplied by the specified quantities, and the relevant total reflected. The Project Manager reserves the right to rectify arithmetic errors, and to adjust the total accordingly.
7. **Alterations**

No alteration, erasure or addition is to be made in the text of the Schedule of Quantities and Prices. Should any alteration, erasure or addition be made, it will be overlooked, and the original wording of the Schedule adhered to.
8. **Quantities**

The quantities as set out in the Schedule are estimated quantities derived from drawings and approximations, and are therefore not to be taken as the actual and correct quantities. Measurement and valuation shall be performed in accordance with the Conditions of Contract at accepted work completion. In so doing, the final value of the work shall be ascertained.

Notwithstanding the fact that the lengths of cables and cable sleeves, as listed in the Schedule, have been measured from scaled drawings, the Contractor shall check such lengths on site before ordering of such material, as no additional payment for excess will be made. Any allowance for off-cuts shall be made in the unit rates. The final measurement shall be based on the nett route lengths of the cables and cable sleeves only. Under no circumstances will payment be made for wastage, i.e. for surplus cable left on drums. All measurements are nett, unless otherwise stated. Tenderers must therefore allow for all wastage in their rate.
9. **Adjustments**

The offered Schedule will be checked and the Project Manager reserves the right to call for adjustments to any individual price, and to rectify any discrepancy.
10. **Amounts and Rates**

The amounts and rates to be inserted in the Schedule shall be the full inclusive amounts to the Tenderer for the work described under the various items.

Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes, liabilities and obligations set forth or implied in the documents on which this Tender is based.

An amount or rate shall be entered against each item in the, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the amounts or rates in the Schedule.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that he is entitled, under various circumstances, to payment for additional work carried out; and that the Project Manager is obliged to base his assessment of the rates to be paid for such additional work on the rates offered in the Schedule. Unless a separate rate for

the supply and the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the rate.

**11. Variations**

Variations in the scope and extent of the work shall be allowed to meet TNPA's requirements and shall be measured and costed at the rates entered in the Schedule, where appropriate, and shall form an addition to or deduction from the total of the Schedule. Any items or variation for which rates have not been included in the Schedule shall be agreed and priced as non-scheduled items in accordance with the provisions of the contract.

The rules governing the extent and costing of the variation shall be those provided for in the form of the Conditions of Contract.

**12. Manufacturer's instructions**

In all cases, where the Contractor takes delivery of, handles, stores, uses, applies and/or fixes any proprietary product; he shall do so in strict accordance with the manufacturer's instructions.

**13. Day-work**

The quantities and rates included for day-work shall form part of the tender price, but Tenderers shall note that this item must be regarded as provisional and will only be payable to the contractor if and when a written order to this effect has been issued.

**14. Provisional Sums**

All provisional sums shall be expended as directed by the Project Manager, and any balance remaining shall be deducted from the amount of the contract sum.

All items described as "Provisional" shall be measured as executed and paid for according to prices in the Schedule and any unexpected amounts shall be deducted from the amount of the contract sum. No work for which "Provisional" items are provided shall be commenced without written instruction from the Project Manager.

## Annexure "B"

### THE ANNUAL CERTIFICATION AND REPLENISHMENT OF MEDICATION, MEDICAL EQUIPMENT AND ANNUAL SERVICING OF BREATHALYSERS, OXYGEN AND RADIATION METERS FOR THE ILEMBE, ISANDLWANA, ITALENI, IMPISI AND NEW PLOUGH TUG: 2 YEAR CONTRACT

| Criteria                                          | Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Breakdown of score                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Max Score  |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Experience</b>                                 | The respondent must demonstrate relevant experience in the annual certification and replenishment of medication, medical equipment and annual calibration and certification of breathalysers, oxygen and radiation meters. The respondent must provide references from contactable clients where they have conducted this sort of work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>No references = 0 points</p> <p>One (1) relevant reference in the past five years = 5 points</p> <p>Two (2) relevant references in the past five years = 10 points</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 10         |
| <b>Qualifications and skills of key personnel</b> | <p>The respondent's personnel must be qualified to service and calibrate the breathalysers, oxygen and radiation meters. The respondent's personnel must also be qualified to inspect and certify medical supplies and medical equipment as stipulated in the scope of work. The respondent must submit, as part of the proposal, the following:</p> <p>1. The composition of the proposed team, clearly outlining the main disciplines/specialities of this contract and the key personnel responsible.</p> <p>2. Submit copies of certificates of competency of the company and personnel that show compliance with The Pharmacy Act, 1974 (Act No.53 of 1974). Ideally pharmacist should be approved by SAMSA.</p> <p>3. Submit copies of certificate of competency of the company and personnel showing that they are SANAS/SABS accredited to calibrate and certify oxygen and radiation meters.</p> | <p>Submitted a list of team members that will be doing the service and certification = 5 points</p> <p>Submitted company/personnel certificate of competency showing compliance/conformity/registration under The Pharmacy Act, 1974 (Act No.53 of 1974) = 15 points</p> <p>Submitted company/personnel certificate of accreditation with SANAS/SABS to calibrate and certify oxygen and radiation meters = 15 points</p> <p>Submitted certificate of competency of company/personnel qualified to calibrate and certify breathalysers = 5 points</p> <p>Submitted certificate/confirmation that Pharmacist is approved by SAMSA = 5 points</p> | 45         |
| <b>Pharmaceutical Facility</b>                    | The tenderer must have, or have access to Pharmaceutical facilities within a 50km (fifty kilometer) radius of the Port of Durban.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Submitted proof of agreement/ ownership of a pharmaceutical facility that is within a 50km radius of the Port of Durban = 10 points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 10         |
| <b>Completion time</b>                            | Respondent must indicate the time required to complete each task (in writing on the company letterhead/ or a reputable supplier's letterhead).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Completion time for each task indicated = 15 points</p> <p>Completion time for each task does not exceed 2 days = 10</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 25         |
| <b>Response time</b>                              | Respondents must indicate the maximum response time to start the work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>Less than 24 hours = 10 points</p> <p>Between 24 - 48 hours = 5 points</p> <p>More than 48 hours = 0 points</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 10         |
| <b>TOTAL SCORE</b>                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Minimum score of 70 required.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>100</b> |

## Annexure "C"

**SCHEDULE OF QUANTITIES AND PRICES**  
**THE ANNUAL CERTIFICATION AND REPLENISHMENT OF MEDICATION, MEDICAL EQUIPMENT AND**  
**ANNUAL SERVICING OF BREATHALYSERS, OXYGEN AND RADIATION METERS FOR THE ILEMBE,**  
**ISANDLWANA, ITALENI, IMPISI AND NEW PLOUGH TUG: 2 YEAR CONTRACT**

| GENERAL AREA              |    | DESCRIPTION OF WORK                                                                                                                                                                                                                                                                                | Quantity | Unit | YEAR 1        |                 | YEAR 2        |                 |             |
|---------------------------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|---------------|-----------------|---------------|-----------------|-------------|
|                           |    |                                                                                                                                                                                                                                                                                                    |          |      | Tendered rate | Tendered Amount | Tendered rate | Tendered Amount |             |
| A. ILEMBE                 | 1  | Pharmacist should attend to the Dredger and should properly check all the medical supplies, first aid boxes and equipment that is on board the Dredger on an annual basis. The pharmacist must be registered under the Pharmacy Act, 1974 (Act No. 53 of 1974). Inspect and refill medical oxygen. | 1        | SUM  |               |                 |               |                 | Provisional |
|                           | 2  | Report on all deficiencies upon inspection to the Captain and Project manager. Submit a list of items that need renewal/replenishment.                                                                                                                                                             | 1        | SUM  |               |                 |               |                 | Provisional |
|                           | 3  | Issue a certificate of compliance upon checking and updating all the medical supplies and equipment on board the Dredgers.                                                                                                                                                                         | 1        | SUM  |               |                 |               |                 | Provisional |
| B. ISANDLWANA             | 4  | Pharmacist should attend to the Dredger and should properly check all the medical supplies, first aid boxes and equipment that is on board the Dredger on an annual basis. The pharmacist must be registered under the Pharmacy Act, 1974 (Act No. 53 of 1974). Inspect and refill medical oxygen. | 1        | SUM  |               |                 |               |                 | Provisional |
|                           | 5  | Report on all deficiencies upon inspection to the Captain and Project manager. Submit a list of items that need renewal/replenishment.                                                                                                                                                             | 1        | SUM  |               |                 |               |                 | Provisional |
|                           | 6  | Issue a certificate of compliance upon checking and updating all the medical supplies and equipment on board the Dredgers.                                                                                                                                                                         | 1        | SUM  |               |                 |               |                 | Provisional |
| C. ITALENI                | 7  | Pharmacist should attend to the Dredger and should properly check all the medical supplies, first aid boxes and equipment that is on board the Dredger on an annual basis. The pharmacist must be registered under the Pharmacy Act, 1974 (Act No. 53 of 1974). Inspect and refill medical oxygen. | 1        | SUM  |               |                 |               |                 | Provisional |
|                           | 8  | Report on all deficiencies upon inspection to the Captain and Project manager. Submit a list of items that need renewal/replenishment.                                                                                                                                                             | 1        | SUM  |               |                 |               |                 | Provisional |
|                           | 9  | Issue a certificate of compliance upon checking and updating all the medical supplies and equipment on board the Dredgers.                                                                                                                                                                         | 1        | SUM  |               |                 |               |                 | Provisional |
| D. IMPISI/ NEW PLOUGH TUG | 10 | Pharmacist should attend to the Dredger and should properly check all the medical supplies, first aid boxes and equipment that is on board the Dredger on an annual basis. The pharmacist must be registered under the Pharmacy Act, 1974 (Act No. 53 of 1974). Inspect and refill medical oxygen. | 1        | SUM  |               |                 |               |                 | Provisional |
|                           | 11 | Report on all deficiencies upon inspection to the Captain and Project manager. Submit a list of items that need renewal/replenishment.                                                                                                                                                             | 1        | SUM  |               |                 |               |                 | Provisional |
|                           | 12 | Issue a certificate of compliance upon checking and updating all the medical supplies and equipment on board the Dredgers.                                                                                                                                                                         | 1        | SUM  |               |                 |               |                 | Provisional |
| E. OTHER                  | 13 | Do an annual inspection, calibration and certification of the breathalyser                                                                                                                                                                                                                         | 4        | each |               |                 |               |                 | Provisional |
|                           | 14 | Do an annual inspection, calibration and certification of the oxygen meter                                                                                                                                                                                                                         | 4        | each |               |                 |               |                 | Provisional |
|                           | 15 | Do an annual inspection, calibration and certification of the radiation meter                                                                                                                                                                                                                      | 3        | each |               |                 |               |                 | Provisional |
|                           | 16 | Supply& deliver medication as & when required:                                                                                                                                                                                                                                                     | 1        | SUM  |               | R 50 000.00     |               | R 50 000.00     | Provisional |
|                           |    | Activated Charcoal (5 sachets)                                                                                                                                                                                                                                                                     | 10       | each |               |                 |               |                 | Provisional |
|                           |    | Adrenaline (1,0 ml ampoule)                                                                                                                                                                                                                                                                        | 5        | each |               |                 |               |                 | Provisional |
|                           |    | Aminophylline (50 mg suppository)                                                                                                                                                                                                                                                                  | 12       | each |               |                 |               |                 | Provisional |
|                           |    | Amitriptyline (25 mg)                                                                                                                                                                                                                                                                              | 50       | each |               |                 |               |                 | Provisional |
|                           |    | Amoxycillin (250 mg capsule)                                                                                                                                                                                                                                                                       | 100      | each |               |                 |               |                 | Provisional |
|                           |    | Anaesthetic eye drops (5 ml bottles in single dose applicators)                                                                                                                                                                                                                                    | 20       | each |               |                 |               |                 | Provisional |
|                           |    | Antibiotic ear drops (5 ml dropper bottles)                                                                                                                                                                                                                                                        | 3        | each |               |                 |               |                 | Provisional |
|                           |    | Arachis oil (10 ml bottle with dropper)                                                                                                                                                                                                                                                            | 2        | each |               |                 |               |                 | Provisional |
|                           |    | Ascorbic acid (Vitamin C) (1 g soluble tablet)                                                                                                                                                                                                                                                     | 50       | each |               |                 |               |                 | Provisional |
|                           |    | Soluble aspirin (300 mg dispersible tablet)                                                                                                                                                                                                                                                        | 250      | each |               |                 |               |                 | Provisional |
|                           |    | Atropine sulphate injection 1mg in 1 ml (1ml ampoule)                                                                                                                                                                                                                                              | 5        | each |               |                 |               |                 | Provisional |
|                           |    | Benzoic acid compound ointment (50 g)                                                                                                                                                                                                                                                              | 10       | each |               |                 |               |                 | Provisional |
|                           |    | Benzyl Benzoate (500 ml)                                                                                                                                                                                                                                                                           | 1        | each |               |                 |               |                 | Provisional |
|                           |    | Bismuth subgallate (1 g suppository)                                                                                                                                                                                                                                                               | 30       | each |               |                 |               |                 | Provisional |
|                           |    | Burn cream (50 g tube)                                                                                                                                                                                                                                                                             | 4        | each |               |                 |               |                 | Provisional |
|                           |    | Calamine lotion (100 ml bottle)                                                                                                                                                                                                                                                                    | 6        | each |               |                 |               |                 | Provisional |
|                           |    | Cetrimide concentrate (100 ml bottle)                                                                                                                                                                                                                                                              | 4        | each |               |                 |               |                 | Provisional |
|                           |    | Chloramphenicol eye ointment 1% (3,5 g dispenser)                                                                                                                                                                                                                                                  | 10       | each |               |                 |               |                 | Provisional |
|                           |    | Chloramphenicol eye drops (10 ml)                                                                                                                                                                                                                                                                  | 3        | each |               |                 |               |                 | Provisional |
|                           |    | Chloroquine (200/250 mg tablets)                                                                                                                                                                                                                                                                   | 600      | each |               |                 |               |                 | Provisional |
|                           |    | Chlopheniramine maleate (4 mg tablet)                                                                                                                                                                                                                                                              | 50       | each |               |                 |               |                 | Provisional |
|                           |    | Chlorpheniramine maleate injection 25 mg in 1 ml (1 ml ampoule)                                                                                                                                                                                                                                    | 5        | each |               |                 |               |                 | Provisional |
|                           |    | Chlorpromazine hydrochloride (25 mg tablet)                                                                                                                                                                                                                                                        | 200      | each |               |                 |               |                 | Provisional |

| GENERAL AREA |  | DESCRIPTION OF WORK                                                                                               | Quantity | Unit  | Tendered rate | Tendered Amount | Tendered rate | Tendered Amount |             |
|--------------|--|-------------------------------------------------------------------------------------------------------------------|----------|-------|---------------|-----------------|---------------|-----------------|-------------|
|              |  | Chlorpromazine hydrochloride injection 25 mg in 1 ml (1ml ampoule)                                                | 20       | each  |               |                 |               |                 | Provisional |
|              |  | Cimetidine (200mg tablet)                                                                                         | 60       | each  |               |                 |               |                 | Provisional |
|              |  | Co-trimoxazole (480 mg tablets)                                                                                   | 100      | each  |               |                 |               |                 | Provisional |
|              |  | Cyclizine hydrochloride (50 mg tablets)                                                                           | 100      | each  |               |                 |               |                 | Provisional |
|              |  | Cyclizine lactate 50 mg (1 ml ampoule)                                                                            | 5        | each  |               |                 |               |                 | Provisional |
|              |  | Cyclizine (100 mg suppository)                                                                                    | 12       | each  |               |                 |               |                 | Provisional |
|              |  | Darachlor                                                                                                         | 360      | each  |               |                 |               |                 | Provisional |
|              |  | Diazepam ( 5 mg tablet)                                                                                           | 20       | each  |               |                 |               |                 | Provisional |
|              |  | Diazepam injection 10mg in 2 ml (2ml ampoule)                                                                     | 5        | each  |               |                 |               |                 | Provisional |
|              |  | Diphenhydramine expectorant (200 ml bottles)                                                                      | 2        | each  |               |                 |               |                 | Provisional |
|              |  | Dithydrocodeine tartrate (30 mg tablets)                                                                          | 100      | each  |               |                 |               |                 | Provisional |
|              |  | Ergometrine maleate injection 0,5 mg in 1 ml (1 ml ampoule)                                                       | 5        | each  |               |                 |               |                 | Provisional |
|              |  | Erythromycin (250 mg tablet)                                                                                      | 100      | each  |               |                 |               |                 | Provisional |
|              |  | Ethyl chloride spray (100 ml bottle)                                                                              | 1        | each  |               |                 |               |                 | Provisional |
|              |  | Furosemide (40 mg tablet)                                                                                         | 20       | each  |               |                 |               |                 | Provisional |
|              |  | Furosemide injection 10 mg in 1 ml (2 ml ampoule)                                                                 | 5        | each  |               |                 |               |                 | Provisional |
|              |  | Gamma benzine hexachloride 1% body cream ( 50g container)                                                         | 6        | each  |               |                 |               |                 | Provisional |
|              |  | Gamma benzine hexchloride 2% hair application (200 ml container)                                                  | 2        | each  |               |                 |               |                 | Provisional |
|              |  | Glyceryl trinitrate (0,5 mg tablet)                                                                               | 100      | each  |               |                 |               |                 | Provisional |
|              |  | Gutta percha (Box)                                                                                                | 1        | each  |               |                 |               |                 | Provisional |
|              |  | Hydrocortisone ointment (15 g container)                                                                          | 5        | each  |               |                 |               |                 | Provisional |
|              |  | Hydrogen peroxide (100 ml bottle)                                                                                 | 2        | each  |               |                 |               |                 | Provisional |
|              |  | Hyoscine Butyl Bromide (10mg tablet)                                                                              | 100      | each  |               |                 |               |                 | Provisional |
|              |  | Indomethacin (100 mg suppository)                                                                                 | 10       | each  |               |                 |               |                 | Provisional |
|              |  | Lignocaine hydrochloride (plain) (20 ml ampoule)                                                                  | 5        | each  |               |                 |               |                 | Provisional |
|              |  | Lignocaine hydrochloride (gel) (20 g container)                                                                   | 2        | each  |               |                 |               |                 | Provisional |
|              |  | Loperamide (6 tablet pack)                                                                                        | 5        | packs |               |                 |               |                 | Provisional |
|              |  | Magnesium trisilicate compound (370 mg compound tablet)                                                           | 500      | each  |               |                 |               |                 | Provisional |
|              |  | Mebendazole (10 mg tablets)                                                                                       | 18       | each  |               |                 |               |                 | Provisional |
|              |  | Menthol and benzoïn (50 ml bottle)                                                                                | 2        | each  |               |                 |               |                 | Provisional |
|              |  | Metronidazole (200 mg tablet)                                                                                     | 60       | each  |               |                 |               |                 | Provisional |
|              |  | Miconazole cream (178 g container)                                                                                | 2        | each  |               |                 |               |                 | Provisional |
|              |  | Miconazole nitrate pessaries (pack of 14 × 100 mg pessaries with an inserter)                                     | 1        | each  |               |                 |               |                 | Provisional |
|              |  | Miconazole intrate topical cream (30 g container)                                                                 | 1        | each  |               |                 |               |                 | Provisional |
|              |  | Morphine (1 ml ampoule)                                                                                           | 20       | each  |               |                 |               |                 | Provisional |
|              |  | Nitrazepam (5 mg tablet)                                                                                          | 30       | each  |               |                 |               |                 | Provisional |
|              |  | Oil of cloves (10 ml bottle)                                                                                      | 2        | each  |               |                 |               |                 | Provisional |
|              |  | Oxymetazoline nose drops (10 ml with dropper)                                                                     | 2        | each  |               |                 |               |                 | Provisional |
|              |  | Paracetamol (500 mg tablet)                                                                                       | 500      | each  |               |                 |               |                 | Provisional |
|              |  | Penicillin V (250 mg tablet)                                                                                      | 200      | each  |               |                 |               |                 | Provisional |
|              |  | Penicillin (10 ml ampoule)                                                                                        | 10       | each  |               |                 |               |                 | Provisional |
|              |  | Petroleum jelly (100 g container)                                                                                 | 4        | each  |               |                 |               |                 | Provisional |
|              |  | Phenobarbitone (1 ml ampoule)                                                                                     | 5        | each  |               |                 |               |                 | Provisional |
|              |  | Potassium permanganate crystals (10 g container)                                                                  | 1        | each  |               |                 |               |                 | Provisional |
|              |  | Providone iodine ointment (25 g)                                                                                  | 5        | each  |               |                 |               |                 | Provisional |
|              |  | Prednisolone (5 mg tablets)                                                                                       | 60       | each  |               |                 |               |                 | Provisional |
|              |  | Prednisolone injection 25 mg in 1 ml (5 ml vial)                                                                  | 2        | each  |               |                 |               |                 | Provisional |
|              |  | Pyrimethamine (525 mg tablets)                                                                                    | 12       | each  |               |                 |               |                 | Provisional |
|              |  | Quinine sulphate (300 mg tablets)                                                                                 | 50       | each  |               |                 |               |                 | Provisional |
|              |  | Sulbatamol aerosol inhale unit (200 dose container)                                                               | 2        | each  |               |                 |               |                 | Provisional |
|              |  | Salt tablets (650 mg tablet)                                                                                      | 1000     | each  |               |                 |               |                 | Provisional |
|              |  | Sodium bicarbonate (100 g)                                                                                        | 1        | each  |               |                 |               |                 | Provisional |
|              |  | Sal volatile (25 ml)                                                                                              | 2        | each  |               |                 |               |                 | Provisional |
|              |  | Sodium chloride and dextrose (22g sachets)                                                                        | 40       | each  |               |                 |               |                 | Provisional |
|              |  | Surgical spirit (250 ml)                                                                                          | 1        | each  |               |                 |               |                 | Provisional |
|              |  | Tetanus vaccine (0,5 ml)                                                                                          | 5        | each  |               |                 |               |                 | Provisional |
|              |  | Tetracycline (250 mg)                                                                                             | 100      | each  |               |                 |               |                 | Provisional |
|              |  | Zinc ointment (25 g container)                                                                                    | 2        | each  |               |                 |               |                 | Provisional |
| 17           |  | Supply and deliver bandages,cotton wool and dressings as and when required                                        | 1        | SUM   |               | R 5 000.00      |               | R 5 000.00      | Provisional |
|              |  | 1. Bandages:                                                                                                      |          |       |               |                 |               |                 |             |
|              |  | a) Crepe, BP, 7.5cm × 4.5m when stretched                                                                         | 4        | each  |               |                 |               |                 | Provisional |
|              |  | b) Elastic adhesive, BP, 7.5cm × 4m                                                                               | 2        | each  |               |                 |               |                 | Provisional |
|              |  | c) Triangular of calico, BP, with 2 sides of about 90cm and a base of about 127cm                                 | 10       | each  |               |                 |               |                 | Provisional |
|              |  | d) Tubular gauze bandage, seamless, of a size suitable for finger dressing,a length of 200cm, with applicator     | 1        | each  |               |                 |               |                 | Provisional |
|              |  | e) Conforming bandage, 5cm × 3.5m, BP                                                                             | 30       | each  |               |                 |               |                 | Provisional |
|              |  | f) Conforming bandage, 7.5cm × 3.5m, BP                                                                           | 30       | each  |               |                 |               |                 | Provisional |
|              |  | 2. Butterfly closures: Adhesive skin closures, length approximately 5cm, individually sealed, sterile, in a conta | 20       | each  |               |                 |               |                 | Provisional |
|              |  | 3. Cotton wool:                                                                                                   |          |       |               |                 |               |                 |             |

| GENERAL AREA       |    | DESCRIPTION OF WORK                                                                            | Quantity | Unit | Tendered rate | Tendered Amount | Tendered rate | Tendered Amount |             |
|--------------------|----|------------------------------------------------------------------------------------------------|----------|------|---------------|-----------------|---------------|-----------------|-------------|
|                    |    | a) Packaging containing 50 g, sterile                                                          | 20       | each |               |                 |               |                 | Provisional |
|                    |    | b) Packaging container 125 g, unsterile                                                        | 10       | each |               |                 |               |                 | Provisional |
|                    |    | 4. Dressings:                                                                                  |          | each |               |                 |               |                 |             |
|                    |    | a) Sterile paraffin gauze dressing, BP, size 10cm × 10cm, individually wrapped                 | 50       | each |               |                 |               |                 | Provisional |
|                    |    | b) Standard BPC dressings:                                                                     |          |      |               |                 |               |                 |             |
|                    |    | i) Small plain wound dressing, standard, No.13 BPC                                             | 5        | each |               |                 |               |                 | Provisional |
|                    |    | ii) Medium plain wound dressing, standard, No.14 BPC                                           | 5        | each |               |                 |               |                 | Provisional |
|                    |    | iii) Large plain wound dressing, standard, No.15 BPC                                           | 5        | each |               |                 |               |                 | Provisional |
|                    |    | iv) Large plain wound dressing (300mm × 200mm)                                                 | 2        | each |               |                 |               |                 | Provisional |
|                    |    | v) Self-adhesive dressings, assorted                                                           | 200      | each |               |                 |               |                 | Provisional |
|                    |    | 4. Dressing strip: Elastic adhesive medicated dressing strip, BPC, 6cm × 1m, in a packet       | 2        | each |               |                 |               |                 | Provisional |
|                    |    | 5. Gauze: Packet containing one piece of sterile absorbent cotton gauze, BP, size 30cm × 50cm  | 12       | each |               |                 |               |                 | Provisional |
|                    |    | 6. Gauze pads: Packet containing 5 sterile gauze pads, BP, size 7.5cm × 7.5cm                  | 20       | each |               |                 |               |                 | Provisional |
|                    |    | 7. Gauze ribbon: Packet containing sterile absorbent cotton gauze ribbon, BP, size 2.5cm × 5cm | 1        | each |               |                 |               |                 | Provisional |
|                    |    | 8. Swabs: A reclosable container with 100 filmated gauze swabs, BP, 10cm × 10cm                | 2        | each |               |                 |               |                 | Provisional |
|                    |    | 9. Suspensory bandage: Large size                                                              | 2        | each |               |                 |               |                 | Provisional |
|                    |    | 10. Zinc oxide tape: Zinc oxide plaster, BP, 2.5cm × 5cm on a spool                            | 1        | each |               |                 |               |                 | Provisional |
| F. UNFORESEEN WORK | 18 | Provisional amount                                                                             | 1        | SUM  |               | R 10 000.00     |               | R 10 000.00     | Provisional |
| Subtotal           |    |                                                                                                |          |      |               |                 | Subtotal      |                 |             |
| Tax                |    |                                                                                                |          |      |               |                 | Tax           |                 |             |
| Grand total        |    |                                                                                                |          |      |               |                 | Grand total   |                 |             |

**GENERAL BID CONDITIONS**

**[June 2021]**

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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 their Bid submissions legibly in non-erasable ink.
- 3.3 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.4 The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 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**

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing the Bid Document provided the Bid Documents are also made available free of charge on the National Treasury eTender Publication Portal.

## **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 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 Chairperson or the Secretary of the relevant Acquisition Council.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, 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 Acquisition Council 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**

- 14.1 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 / intent, 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/Intent, 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 24 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 Secretary of the Acquisition Council or to a 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 "E"

### **STANDARD TERMS AND CONDITIONS OF CONTRACT**

**between**

#### **TRANSNET SOC LTD**

Registration Number 1990/000900/30

**And**

.....

Registration Number .....

**THE ANNUAL CERTIFICATION AND REPLENISHMENT OF MEDICATION, MEDICAL EQUIPMENT AND ANNUAL SERVICING OF BREATHALYSERS, OXYGEN AND RADIATION METERS FOR THE ILEMBE, ISANDLWANA, ITALENI, IMPISI AND NEW PLOUGH TUG: 2 YEAR CONTRACT**

**CONTRACT NUMBER**            **DRS/02/2021**

**DURATION**                            .....

**COMMENCEMENT DATE**            .....

**EXPIRY DATE**                            .....

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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.
- 3.4 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.

## **4 PRICE AND PAYMENT**

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

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

## **5 PROPRIETARY RIGHTS LIABILITY**

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

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

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

## **6 PROPRIETARY INFORMATION**

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

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

## **7 PROTECTION OF PERSONAL INFORMATION**

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

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

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

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

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

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

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

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

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

## **8 PUBLICITY**

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

## **9 TERMINATION OF ORDER**

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

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

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

into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

- 9.3 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 9.4 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 9.5 If the Goods/services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods/services or any damage caused due to the failure or delay in the delivery.
- 9.6 Both parties to this agreement reserve the right to terminate this agreement:
  - 12.6.1. 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;
  - 12.6.2. There is non-performance from either of the parties; or
  - 12.6.3. If the other party is unable to perform its obligations under this agreement.

## 10 ACCESS

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

## 11 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the Goods/services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of

any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

## **12 INSOLVENCY**

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

## **13 SUBCONTRACTING**

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

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

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

provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.

14.3 The Supplier/Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.

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

## **15 ASSIGNMENT**

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

## **16 SUPPLIER INTEGRITY PACT**

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

## **17 DATABASE OF RESTRICTED SUPPLIERS**

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

## **18 NOTICES**

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

## **19 LAW**

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

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

## **20 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6 and 9. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

## **21 COUNTERPARTS**

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

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

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

## Annexure "F"

### SCHEDULE 1 – Work Order No

THE ANNUAL CERTIFICATION AND REPLENISHMENT OF MEDICATION, MEDICAL EQUIPMENT AND ANNUAL SERVICING OF BREATHALYSERS, OXYGEN AND RADIATION METERS FOR THE ILEMBE, ISANDLWANA, ITALENI, IMPISI AND NEW PLOUGH TUG: 2 YEAR CONTRACT

With reference to the Master Agreement, Reference Number: [the **Agreement**] between Transnet SOC Ltd operating as Transnet National Ports Authority [**TNPA**] and ..... [the **Service Provider**] pursuant to which the Service Provider has agreed to the Services for and on behalf of TNPA subject to such Agreement, the defined terms in the Master Agreement will, unless otherwise indicated, have the same meaning in this Schedule 1.

In consideration of the mutual covenant and agreements contained in the Agreement and in this Schedule 1, it is agreed as follows:

#### 1 DESCRIPTION OF THE SERVICES

1.1 The scope of the service to be rendered is described more fully in the Annexures and Schedules referred to below:

- ☐ Annexure [A] – Scope / Specification
- ☐ Annexure [C] – Pricing Schedule

#### 2 DELIVERABLES AND COMPLETION DATE

The Deliverables, due for completion by ..... and governed by this Schedule 1.

In the event that the Service Provider fails to meet the delivery dates as agreed, the following penalties will be imposed:

#### 3 REPRESENTATIVE'S

|                    |                                  |
|--------------------|----------------------------------|
| <b>TNPA</b>        | Carl Gabriel                     |
| Designation        | Executive Manager                |
| Operating Division | TNPA- Dredging Services          |
| Address            | 10 Mahatma Gandhi Road<br>Durban |
| Cell Phone         | 083 307 2401                     |
| Telephone          | 031-361 8883                     |
| Fax                | 086 675 4048                     |
| Email              | Carl.gabriel@transnet.net        |

|                         |                |
|-------------------------|----------------|
| <b>Service Provider</b> | .....          |
| Designation             | .....          |
| Address                 | .....<br>..... |
| Cell Phone              | .....          |
| Telephone               | .....          |
| Fax                     | .....          |
| Email                   | .....          |

#### **4 ACCEPTANCE CRITERIA FOR DELIVERABLES**

4.1 TNPA's Representative or his/her nominated delegate will sign off the authorisation approval for Deliverables as detailed above as and when the service is required.

#### **5 PROJECT MANAGEMENT MEETINGS**

5.1 Project Management meetings will be held with a minimum frequency of monthly at Dredging Services, or as otherwise directed by TNPA.

5.2 The Service Provider shall:

- a) ensure that representatives referred to above attend each and every meeting;

#### **6 FEES AND DISBURSEMENTS**

6.1 The Service Provider hereby agrees to perform the service for the term of the agreement as per the Pricing Schedule (Annexure: C)

6.2 Payment terms are subject to the relevant clause. *[Invoicing and Payment]* of the Agreement hereto.

#### **7. BUSINESS CONTINUITY PLAN**

7.1 The Service Provider hereby agrees that it will ensure that it has adequate business continuity measures in place to avoid a disruption and mitigate risk to this Agreement in the event of an unforeseen incident.

7.2 In the event of an incident taking place which invokes TNPA's Business Continuity Plan, the Service Provider will implement its measures referred to in clause 7.1 above.

#### **8. PENALTIES**

8.1 TNPA shall be entitled to impose/levy penalties upon the Service Provider in the event that the Service Provider does not comply with the quality standards and requirements stipulated in this Agreement. TNPA shall be entitled to deduct such penalties from the monthly amount due to the Service Provider by TNPA. The Service

Provider agrees to the imposition of such penalties and authorises TNPA to apply set-off as is contemplated in this clause 8.1.

8.2 Notwithstanding the provision of this penalty clause, TNPA shall not:-

8.2.1 be precluded from exercising its right to terminate the Agreement; and/or

8.2.2 be stopped from claiming damages from the Service Provider, should damages be suffered by TNPA or any third party (who claims from TNPA ) as a result of any conduct or failure on the part of the Service Provider or any of its employees arising out of a breach by the Service Provider of this Agreement; and/or

8.2.3 be in anyway prevented from exercising any or all of its rights in terms of the Agreement.

8.3 In the event of the Service Provider fails to render the services by the date stated, or by such extended date as may be allowed, **he shall pay to TNPA Dredging Services for every day beyond such date, as a penalty, a sum of R1000.00 per day up to a maximum of R10,000.00 cumulative.**

8.4 Any penalty imposed in terms of this clause 8 shall be set-off against the invoiced (vatable) amount (as declared in the Service Provider's Tax Invoice) to which the penalty has attached, and the VAT payable by TNPA to the Service Provider shall be calculated on the invoiced amount, less the service-related penalty imposed.

## **9. COMPLIANCE TO LABOUR AND ENVIRONMENTAL LAWS**

9.1 The Service Provider shall comply with the following requirements from TNPA with regard to labour and environmental laws:

The Service Provider shall not permit any persons who are or who appear to be under the influence of intoxicating substances to enter or remain at the workplace;

9.1.1 No person at the workplace shall, be under the influence of, have in his or her possession or partake or offer any other person intoxicating substances;

9.1.2 In the case where a Service Provider's employee is taking medication, the Service Provider shall only allow such person to perform duties at the workplace if the side effects of such medication do not constitute a threat to the health and safety of the person concerned or any other persons at such workplace.

- Random testing will be conducted by TNPA.
- Attendance of SHE meeting
- Every operator to have valid induction certification
- Valid Competency certificates for all operators

- 9.2 Fuel and oil spillage shall be cleared by the Service Provider in accordance with Environmental requirements, within 24 hours.
- 9.2.1 Should the Service Provider fail to do so, TNPA shall appoint an appropriate organisation to do so, and the cost shall be transferred to the Service Provider.
- 9.2.2 In the Event that the Service Provider fails to comply with all applicable environmental legislation, the Service Provider shall be liable for and bear all costs of making good any damage or harm caused by it to any person, area within the Terminal, public road, path or street, private or third party property, environment including but not limited to fauna and flora. The Service Provider indemnifies TNPA in respect of any damage or harm caused by the Service Provider.

## **10. CONTINUOUS IMPROVEMENT**

- 10.1 The Service Provider shall immediately advise TNPA of any decision taken to discontinue or in any way change the provision of any services stipulated in this Agreement.
- 10.2 The Parties will jointly and continually investigate and search for opportunities to improve on specifications, technology, procedures and management of the services supplied in order to reduce TNPA's overall costs.
- 10.3 The representative(s) of the Service Provider as well as the TNPA Commodity Manager and other identified TNPA Staff shall conduct regular meetings. Such meetings will be scheduled by the TNPA Commodity Manager where, amongst others, the following aspects shall be addressed:
- 10.3.1 problem solving and generating of savings ideas for implementation to reduce the total cost of the provision of this service as well as other services relating thereto;
  - 10.3.2 considering and/or developing of savings ideas for implementation and specific reports submitted by either Party on aspects related to the operation, application, and management of the services as provided for in this Agreement;
  - 10.3.3 discussion of all current aspects relating to the Agreement between the Parties. To this end the Parties in general undertake to take all steps to enhance the relationship between the Parties;
  - 10.3.4 identification of cost saving and efficiency improvement opportunities, maintenance applications and operational practices;
  - 10.3.5 development of initiative proposals;
  - 10.3.6 obtaining buy-in from all users/stakeholders;
  - 10.3.7 implementation of cost savings initiatives / action plans;
  - 10.3.8 continuous measuring and benchmarking;
  - 10.3.9 quantification of savings (impact and cost);
  - 10.3.10 correction of deviations; and
  - 10.3.11 discussion of demand tendencies and fluctuations.

- 10.4 The meeting shall be coordinated by TNPA and TNPA shall keep proper minutes of the proceedings.
- 10.5 In the event of any disagreement between the Parties, the matter shall be dealt with in terms of the dispute resolution mechanisms as provided for in the Master Agreement.
- 10.6 The meeting type and frequency will be as follows:
- 10.6.1 Quarterly meetings (and extended members where needed) with a set agenda to address continuous improvement issues as indicated herein.
- 10.6.2 Monthly technical / operations meetings at TNPA's facilities, between the representatives from each Party.
- 10.7 The Parties agree that in the event that specifications/Service/Price needs to be amended due to the outcomes of the above-mentioned program or for any other reason, a formal amendment to the Agreement will be reduced to writing to formalise such changes.

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

|                                                  |                                                                                                                                                  |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SIGNED</b> for and on behalf of:<br><br>..... | <b>SIGNED</b> for and on behalf of:<br><br><b>Transnet SOC Ltd, trading through<br/>operating division Transnet National Ports<br/>Authority</b> |
| Signature .....                                  | Signature .....                                                                                                                                  |
| Name:                                            | Name:                                                                                                                                            |
| Position:                                        | Position:                                                                                                                                        |
| Date:                                            | Date:                                                                                                                                            |
| Place:                                           | Place:                                                                                                                                           |

**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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Annexure "H"

**NON DISCLOSURE AGREEMENT**

**[April 2020]**

**THIS AGREEMENT is made between**

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

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

**and**

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

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

## 2. CONFIDENTIAL INFORMATION

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

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

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

### **7. ADEQUACY OF DAMAGES**

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

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

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

## **9. GENERAL**

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

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## SUPPLIER DECLARATION FORM

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**Please Note:** This Supplier Declaration Form is only to be completed by the successful bidder who is awarded the contract.

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

**Please Note:** Effective **1 April 2016** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

### General Terms and Conditions:

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

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable), as EMEs and QSEs (QSE's with more than 51% ownership) are only expected to supply an affidavit as per (Appendix D and E). These affidavits must be resubmitted on an annual basis as failure to do so may result in the supplier's account being temporarily suspended.

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

**1. If your annual turnover is less than R10 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company AND / OR B-BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), or a sworn Affidavit should you feel you will be able to attain a better B-BBEE score. (Appendix D).

**2. If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific B-BBEE level based on any 4 of the 7 elements of the B-BBEE score-card, please include your B-BBEE certificate in your submission as confirmation of your status. Or if the Supplier is a QSE with More than 51% black owned, they can submit a sworn affidavit (Appendix E).

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

**3. If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific B-BBEE level based on all seven elements of the B-BBEE generic score-card. Please include your B-BBEE certificate in your submission as confirmation of your status.

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

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

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

**6.** From 01 May 2015 only B-BBEE certificates issued by SANAS accredited verification agencies will be valid.

## **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. 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 Supplier Declaration Form, 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 Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In completing this Supplier Declaration form, 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 the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Transnet Vendor to facilitate for payment in the execution of the Agreement between Transnet and the Respondent and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management, 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 Supplier Declaration Form (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 their identity thereof in terms of the POPIA.
11. 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.
12. In submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is hereby consenting to the processing of their personal information for the purpose of this Supplier Declaration Form and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

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

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

13. 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 to it.
14. The Respondent declares that the personal information submitted for the purpose of this Supplier Declaration Form 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/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

## Supplier Declaration Form

**Important Notice:** Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> before applying to Transnet.

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name? Yes ☐ No ☐

If **YES** state the previous details below:

|                                                       |                         |                        |                       |                       |                       |                 |
|-------------------------------------------------------|-------------------------|------------------------|-----------------------|-----------------------|-----------------------|-----------------|
| Trading Name                                          |                         |                        |                       |                       |                       |                 |
| Registered Name                                       |                         |                        |                       |                       |                       |                 |
| Company Registration No Or ID No If a Sole Proprietor |                         |                        |                       |                       |                       |                 |
| Form of Entity                                        | CC                      | Trust                  | Pty Ltd               | Limited               | Partnership           | Sole Proprietor |
|                                                       | Non-profit              | Personal Liability Co  | State Owned Co        | National Govt         | Provincial Govt       | Local Govt      |
|                                                       | Educational Institution | Specialised Profession | Financial Institution | Foreign International | Foreign Branch Office |                 |

Your Current Company's VAT Registration Status

VAT Registration Number

If **Exempted from VAT registration**, state reason and submit proof from SARS in confirming the exemption status

If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

|                         |                     |  |
|-------------------------|---------------------|--|
| Company Banking Details | Bank Name           |  |
| Universal Branch Code   | Bank Account Number |  |

|                          |  |      |  |
|--------------------------|--|------|--|
| Company Physical Address |  | Code |  |
| Company Postal Address   |  | Code |  |
| Company Telephone number |  |      |  |
| Company Fax Number       |  |      |  |
| Company E-Mail Address   |  |      |  |
| Company Website Address  |  |      |  |

|                             |  |
|-----------------------------|--|
| Company Contact Person Name |  |
| Designation                 |  |
| Telephone                   |  |
| Email                       |  |

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

|                                              |             |  |                            |  |             |  |
|----------------------------------------------|-------------|--|----------------------------|--|-------------|--|
| Most recent Financial Year's Annual Turnover | <R10Million |  | >R10Million<br><R50Million |  | >R50Million |  |
|----------------------------------------------|-------------|--|----------------------------|--|-------------|--|

|                                                                                                                                                                                                                                                                                                                                                                                               |  |                         |  |                                      |  |                         |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------|--|--------------------------------------|--|-------------------------|--|
| Does your company have a valid B-BBEE certificate?                                                                                                                                                                                                                                                                                                                                            |  |                         |  | Yes                                  |  | No                      |  |
| What is your Broad Based BEE status (Level 1 to 9)                                                                                                                                                                                                                                                                                                                                            |  |                         |  |                                      |  |                         |  |
| Majority Race of Ownership                                                                                                                                                                                                                                                                                                                                                                    |  |                         |  |                                      |  |                         |  |
| % Black Ownership                                                                                                                                                                                                                                                                                                                                                                             |  | % Black Women ownership |  | % Black Disabled person(s) ownership |  | % Black Youth ownership |  |
| <b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a <b>certified</b> letter signed by a physician, on the physician's letterhead, confirming the disability. |  |                         |  |                                      |  |                         |  |

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

|                                              |  |              |  |
|----------------------------------------------|--|--------------|--|
| Stamp And Signature Of Commissioner Of Oaths |  |              |  |
| Name                                         |  | Date         |  |
| Signature                                    |  | Telephone No |  |

Example of an Affidavit or Solemn Declaration as to VAT registration status

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**Affidavit or Solemn Declaration**

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

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

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

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

**Commissioner of Oaths**

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

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

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

Example of an Affidavit or Solemn Declaration as to number of employees

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**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly swear/declare that \_\_\_\_\_  
\_\_\_\_\_ employs three or more full time employees, which employees are engaged  
in the business of rendering the services of the organisation and are not connected persons as defined  
in the Income Tax Act.

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

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

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

**Commissioner of Oaths**

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

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

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

## Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full Name &amp; Surname</b> |  |
| <b>Identity Number</b>         |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

|                            |  |
|----------------------------|--|
| <b>Enterprise Name</b>     |  |
| <b>Trading Name</b>        |  |
| <b>Registration Number</b> |  |
| <b>Enterprise Address</b>  |  |

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- The enterprise is \_\_\_\_\_ % black youth owned;
- The enterprise is \_\_\_\_\_ % black disabled owned;
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

|                           |                                                         |  |
|---------------------------|---------------------------------------------------------|--|
| 100% black owned          | <b>Level One</b> (135% B-BBEE procurement recognition)  |  |
| More than 51% black owned | <b>Level Two</b> (125% B-BBEE procurement recognition)  |  |
| Less than 51% black owned | <b>Level Four</b> (100% B-BBEE procurement recognition) |  |

4. The entity is an empowering supplier in terms of the **DTI** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature:** \_\_\_\_\_**Date:** \_\_\_\_\_

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

## Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE**

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full Name &amp; Surname</b> |  |
| <b>Identity Number</b>         |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

|                            |  |
|----------------------------|--|
| <b>Enterprise Name</b>     |  |
| <b>Trading Name</b>        |  |
| <b>Registration Number</b> |  |
| <b>Enterprise Address</b>  |  |

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- The enterprise is \_\_\_\_\_ % black youth owned;
- The enterprise is \_\_\_\_\_ % black disabled owned;
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the DTI Codes of Good Practice. **(Tick appropriate box in table below).**

|                                                                                                                                                                                                                      |  |                                                                                                                                                                           |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| (a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15% |  | (b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained |  |
| (c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging                                                                   |  | (d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity                          |  |
| (e) At least 85% of labour costs should be paid to South African employees by service industry entities                                                                                                              |  |                                                                                                                                                                           |  |

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

|                           |                                                        |  |
|---------------------------|--------------------------------------------------------|--|
| 100% black owned          | <b>Level One</b> (135% B-BBEE procurement recognition) |  |
| More than 51% black owned | <b>Level Two</b> (125% B-BBEE procurement recognition) |  |

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

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

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

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

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