

Transnet Freight Rail

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT
HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.**

RFP NUMBER	: SIC23005IDB (HOAC-HO-41525)
ISSUE DATE	: 31 MAY 2023
CLARIFICATION DEADLINE DATE	: 08 JUNE 2023
CLOSING DATE	: 15 JUNE 2023
CLOSING TIME	: 10h00 am
TENDER VALIDITY PERIOD	: 07 SEPTEMBER 2023

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ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
CLOSING DATE	10:00am on (15 JUNE 2023) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting.**

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Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

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- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [T2.2-19], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer :
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
- 4.13 Transnet reserves the right to overlook the preferred bidder(s) if they do not meet the requirements stated under the Objective Criteria. Due to the urgency of the project, Objective Criteria will be used to verify the capacity of the bidders, to mitigate any risk for operations that Transnet cannot mitigate. The below requirements will be verified under Objective Criteria:
 - Letter indicating that the bidder owns the machine **OR** signed/stamped leasing agreement between the machine owner and the preferred bidder. The leasing agreement **MUST** contain the contact details (telephone and email address) of the Leaser for the ease of verification purposes.
 - Letter of Commitment indicating that the bidder will be able to render services within Seven days.
 - The successful bidder will be required to have a complete number of the required machines or have means of sourcing the entire machines by the time the Bid is awarded.
 - Verify with the preferred bidder if the bidder has the complete number of machines or there's other outsourcing requirement for additional machines.

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4.14 The affordability and premium to be paid for when awarding business to the bidder who is not necessarily the highest ranked bidder will be considered, but this will be limited to 10% premium. Premiums above 10% up to 15% to be negotiated with the alternate suppliers other than the first preferred bidder.

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

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RFP CLARIFICATION REQUEST FORM

RFP No: SIC23005CIDB

RFP deadline for questions / RFP Clarifications: **12:00pm 08 JUNE 2023**

TO: Transnet SOC Ltd
 ATTENTION: Governance, Transnet Freight Rail Tender Office
 EMAIL: Prudence.Nkabinde@transnet.net
 Cc: Portia.Moroko@transnet.net
 DATE: _____
 FROM: _____

Indicate whether this query is general in nature and applicable to all service categories Yes ☐ No ☐

1. For all clarification questions **prior** to the tender closing date and time, direct the communication to the RFP Administrator at Portia.Moroko@transnet.net
2. For all clarification questions **after** the tender closing date and time, direct the communication to:

TO: Transnet SOC Ltd
 ATTENTION: Governance, Transnet Freight Rail Tender Office
 EMAIL: Prudence.Nkabinde@transnet.net
 Cc: Portia.Moroko@transnet.net
 DATE: _____
 FROM: _____

REQUEST FOR RFP CLARIFICATION

SIGNED at _____ on this _____ day of _____ 20____

 SIGNATURE OF TENDERER

 SIGNATURE OF WITNESS

 NAME OF TENDERER

 NAME OF WITNESS

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**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS AND INTENTION TO TENDER AND ATTEND
TENDER BRIEFING**

(To be returned: By 12:00pm 08 JUNE 2023)

RETURN TO: Transnet Freight Rail Project No.: SIC23005CIDB (HOAC-HO-41525)
Fax No. **n/a** Tender No.: SIM23005CIDB (HOAC-HO-41525)
Attention: Lerato.morailane@transnet.net Tender Closing Date: **15 JUNE 2023**
Portia.Moroko@transnet.net

**MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK VERHEADTRACK EQUIPMENT HEAVY
MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.**

Check

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

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

Company Name _____

Company Representative _____

Designation _____

Address _____

Contact Number _____

Email Address _____

Signature: _____

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions: Option A C2.2 Price List
Part C3: Scope of work	C3.1 Service Information
Part C4: Affected Property	C4.1 Affected Property
C.1.4 The Employer's agent is:	Procurement Officer

Name:	Portia Moroko
Address:	15 Girton Road, Inyanda House 2, Parktown
Tel No.	011 584 -0663
E – mail	Portia.Moroko@transnet.net

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

1. Stage One - Eligibility in terms of the Construction Industry Development Board:

a) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **4CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **4CE** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

2. Stage Two: B-BBEE and Preference points system

Commercial Scoring: 80 Points

B-BBEE: 20 Points

3. Stage Three: Due diligence

Transnet will conduct due diligence on preferred bidders to verify and validate bid submissions on the following:

5.1 Financial Stability:

(a) Financial ratios

- Gearing Ratio, Capacity/ Liquidity, Profitability, ROE, ROA, Interest Cover, Cash Flow.

(b) All Risk Assessments (ARA) (where applicable)

5.2 Health and Safety and Risk and Environmental will only be assessed.

- Health and Safety (T2.2-05)
- Risk Management (T2.2-06)
- Environmental Management (T2.07)
- The result of the financial risk assessment conducted on Bidders' proposals, and
- The results of the due diligence exercise will be considered in a risk assessment by Transnet and where significant risks cannot be mitigated by the bidder this could lead to the Bidder being disqualified as per clause 3 and clause 5 of the Transnet Integrity Pact.
- TFR affordability in terms of market related pricing to be negotiated
- Transnet reserves the right to conduct a further due diligence exercise on preferred bidder(s) in order to verify and validate their bid submissions. Due to the long-term nature of the project, the due diligence will also be used to verify the capacity of the bidders, to mitigate any risk for operations that Transnet cannot mitigate. The outcome of the due diligence will be applied as objective criteria.

4. Stage Four: Objective criteria

Transnet reserves the right to overlook the preferred bidder(s) if they do not meet the requirements stated under the Objective Criteria. Due to the urgency of the project, Objective Criteria will be used to verify the capacity of the bidders, to mitigate any risk for operations that Transnet cannot mitigate. The below requirements will be verified under Objective Criteria:

- Letter indicating that the bidder owns the machine **OR** signed/stamped leasing agreement between the machine owner and the preferred bidder. The leasing agreement **MUST** contain the contact details (telephone and email address) of the Leaser for the ease of verification purposes.
- Letter of Commitment indicating that the bidder will be able to render services within Seven days.
- The successful bidder will be required to have a complete required number of machines or have means of sourcing the entire means by the time the bid is awarded.
- Verify with the preferred bidder if the bidder has the complete number of machines or there's other outsourcing requirement for additional machines.

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The above mentioned objective criteria will be applied when considering exercising the right not to award business to the highest ranked bidder:

- The affordability and premium to be paid for when awarding business to the bidder who is not necessarily the highest ranked bidder will be considered, but this will be limited to 10% premium. Premiums above 10% up to 15% to be negotiated with the alternate suppliers other than the first preferred bidder.

5. Stage Five: Award

Transnet will negotiate the final terms and condition of the contract with the successful Respondent(s). This may include aspects such as price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s)

6. Step Six: Post Tender Negotiations

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.

7. Step Seven: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid either by way of a Form of Offer and Acceptance where Transnet will negotiate the final terms and conditions of the contract with the successful Respondent(s). Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the

successful Bidder at the acceptance of a letter of award by the Respondent.

C.2.7 **Tenderers are required to submit their Acknowledgment of Receipt of Documents and Intention to Tender** to Lerato.morailane@transnet.net and cc Portia.Moroko@transnet.net not later than **08 JUNE 2023**.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: SIC23005CIDB
- The Tender Description: Maintenance of railway track with on-track overhead track equipment heavy machines for north corridor for a period of 30 days.

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

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

C.2.15 The closing time for submission of tender offers is:
Time: **10:00am** on the **15 JUNE 2023**
Location: The Transnet e-Tender Submission Portal:
<https://transnetetenders.azurewebsites.net>
NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks [07 SEPTEMBER 2023]** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C.3.11. Only tenders that met the eligibility criteria will be evaluated further in accordance with the 80/20 preference points systems. 80 where the financial value of one or more responsive tenders received have a value of equal to or below R50 million, inclusive of all applicable taxes,

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
 3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
-

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

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

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



STAATSKOERANT, 8 AUGUSTUS 2019

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

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

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted

weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

requirements.

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety,

either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number Of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the Packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

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

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any

reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings**C.3.1 Respond to requests from the tenderer**

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

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

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

outcome of the prequalification process.

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

Requirement Qualitative interpretation of goal

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

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

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

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

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

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by The employer as part of the tender documents to take account of:

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2-01 Eligibility in terms of the Construction Industry Development Board: **4CE or higher**

2.1.2 Returnable Schedules:

T2.2-05 Health and Safety Management

T2.2-05a Tender Safety, Environmental and Risk Objective Questionnaire

T2.2-06 Risk Management Plan

T2.2-07 Environmental Management Plan

T2.2-09 Changes to tender document

T2.2-10 Site Establishment requirements

T2.2-11 Authority to submit tender

T2.2-12 Record of addenda to tender documents

T2.2-13 Letter of Good Standing

T2.2-16 Storage Capacity

T2.2-17 Availability of Equipment and Other Resources

Agreement and Commitment by Tenderer:

T2.2-15 Compulsory Enterprise Questionnaire

T2.2-18 Supplier Code of Conduct

T2.2-19 Unilateral Non-Disclosure Agreement

T2.2-20 Supplier declaration form

T2.2-21 RFQ Declaration Form

T2.2-22 Certificate of Acquaintance with Tender Document Pact

T2.2-23 Service Provider Integrity Pact

T2.2-24 Request for quotation – Breach of law

T2.2-28 Confirmation of machine/s ownership

T2.2-29 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-25 Insurance provided by the Contractor

T2.2-26 Three (3) years audited financial statements

T2.2-27 Form of Intent to Provide a Performance Guarantee

**TRANSNET FREIGHT RAIL****ENQUIRY:** SIC23005CIDB (HOAC-HO-41525)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.**2.2** C1.1 Offer portion of Form of Offer & Acceptance**2.3** C1.2 Contract Data Part 2**2.4** C2.2 Price List

Part T2.2: Returnable Schedules

T2.2-01: Eligibility Criteria Schedule - CIDB Grading

Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **4CE or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

a) Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB.
- the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **4CE** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a certified copy of its signed joint venture agreement.

T2.2-05: Health and Safety Plan

Submit the following documents as a minimum with your tender:

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

Attached submissions to this schedule:

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T2.2-05a: TENDER SAFETY, ENVIRONMENT AND RISK PRE-QUALIFICATION CRITERIA

	HEALTH AND SAFETY		
1.	POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Provide a copy of company SHE Policy?		
1.2	Provide company organogram indicating all legal appointments that will be made if successful?		
1.3	Has the Contractor made provision for the cost for health and safety requirements for the contract/project in the tender price. Provide health and safety cost breakdown? (Please note that this safety cost breakdown is required to illustrate to Transnet Freight Rail that safety costs have been factored into your tender price, and will not be paid for as a separate expense)		
1.4	Provide proof of registration and good standing with the Compensation Fund or licensed insurer as contemplated in Compensation for Occupational Injuries and Diseases Act (COIDA)		
2.	TRAINING	YES	NO
2.1	Provide proof of health and safety related training provided such as training analysis, Certificates, Job Specific Training or Induction Training program?		
3.	Health and Safety Plan	YES	NO
3.1	Provide a health and safety plan.		
3.2	Does the health and safety plan contain the following?		
	<ul style="list-style-type: none"> Define health and safety responsibilities for different levels of employees i.e management, supervisors, employees 		
	<ul style="list-style-type: none"> Document how health and safety risks and hazards for the contract/project will be identified and mitigated? 		
	<ul style="list-style-type: none"> Document how Safe Working Procedures (SWP/SOP) will be developed and how employees will be trained on such SWP's? 		
	<ul style="list-style-type: none"> Document how health and safety training will be conducted? 		
	<ul style="list-style-type: none"> Document how inspections and audits will be conducted? 		
	<ul style="list-style-type: none"> Document how health and safety communication will be conducted i.e daily safety talks, toolbox talks, incident recalls, safety performance etc 		
	<ul style="list-style-type: none"> Document how health and safety representatives will be appointed and health and safety committees where applicable? 		
	<ul style="list-style-type: none"> Document how occurrences/incidents will be recorded, reported and investigated? 		
	<ul style="list-style-type: none"> Document how Personal Protective Equipment (PPE) will be selected, approved and training of employees on their use? 		
	<ul style="list-style-type: none"> Document how emergency plans will be developed and training of employees on such plans? 		

TRANSNET FREIGHT RAIL**ENQUIRY:** SIC23005CIDB (HOAC-HO-41525)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

	<ul style="list-style-type: none"> Fatigue management and Fit for duty processes i.e substance abuse testing and how to deal with positive results, fatigue management addressed? 		
	<ul style="list-style-type: none"> Provision of first aid measures? 		
	<ul style="list-style-type: none"> Medical testing of all employees by Occupational Health Practitioner? 		
	<ul style="list-style-type: none"> Measures to be put in place for security of employees and safeguarding of equipment? 		
	<ul style="list-style-type: none"> COVID-19 measures 		
	<ul style="list-style-type: none"> Provision of welfare facilities? 		
4.	SELECTION, PROCUREMENT AND MANAGEMENT OF SUBCONTRACTORS	YES	NO
4.1	Will some of the work be subcontracted? If yes, provide:		
	<ul style="list-style-type: none"> Procedure showing how subcontractors will be assessed to ensure that they are capable of performing the work safely and how they will be managed to ensure compliance to safety requirements? 		
5.	FALL PROTECTION (Applicable where work will be performed at fall risk position)	YES	NO
5.1	Will there be any work conducted from a fall risk position? If yes		
	<ul style="list-style-type: none"> Provide a fall protection plan to demonstrate that all work at fall risk position will be undertaken under competent supervision, carried out by employees who are trained and medically fit? 		
	<ul style="list-style-type: none"> Does your fall protection plan include rescue plan, risk assessment, inspection, testing and maintenance of fall protection equipment? 		
Name of Transnet Contract Manager/Designated Transnet Person (Safety):			
Signature of Transnet Contract Manager/Designated Transnet Person:			
Signature of Transnet Contract Manager/Designated Transnet Person:			
Date of Receipt of Documentation:			
Comments:			
Date of Endorsement of Documentation:			

T2.2-06: Assessment Schedule: Risk Management

Annexure 3: Risk Elements

The Due Diligence of the Tenderer's Risk Elements will be as follows:

1. Due Diligence Elements: Risk Management and Business Continuity Management	
Tender Number: SIC23005CIDB (HOAC-HO-41525)	
Tender Description: maintenance of railway track with on-track overhead track equipment heavy machines for north corridor for a period of 30 days.	
1.1. Business Impact Analysis	Due Diligence
<p>1.1.1. Identification of critical processes within the project / service: Demonstrate that the critical activities and/ or processes are identified. These are activities and/ or processes if disrupted prevent project completion / service delivery.</p> <p>1.1.2. Recovery Time Objective (RTO) in case of any interruption that may arise: Detail for each of the above critical activities and/ or processes what is the determined acceptable recovery time objective for re-instatement of the activity/ process (consider all applicable SLA or regulatory requirements).</p> <p>1.1.3. Recovery Strategy: How will the service provider/ supplier recover - Detail the step-by-step process as to how the critical activities and/ or processes will be recovered? In which order? Whom is to undertake the recovery etc.</p> <p>1.1.4. Operational dependencies: Note all internal and external dependencies for the recovery of the listed critical activities and/ or processes e.g.: Operational equipment, telephones etc. needed to ensure continuity.</p> <p>1.1.5. Alternative supply of equipment and/ or supply of extra staff: Provide adequate information on how alternate equipment or additional experienced staff will be secured if a BCM incident negatively impacting these resources as originally allocated for completion of a project/ delivery of a service.</p>	<p>The 6 listed elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p>

<p>1.1.6. Battle Box: Provide details on whether a battle box is established and what it entails/ contains. This may be either a physical collection or an electronic repository of recovery plans, other necessary documentation, templates, memo's, letter heads etc. required for re-instatement of business-critical systems. In some instance this can also include off-site stores of certain equipment or electronic devices etc.</p>	
<p>1.2. Business Continuity Plan</p>	<p>Due Diligence</p>
<p>Business Continuity Plan or related annexures to the plan must contain:</p> <p>1.2.1 Emergency operating procedure: Must detail the steps to be followed following an emergency situation/ incident for the site / location of impact.</p> <p>1.2.2 Business Continuity Invocation Action: Once the incident is under control and its impact determined and assessed, this details the when, the how and by whom the BCP will be invoked.</p> <p>1.2.3 Project Recovery Resources: Identify and list the recovery resources. These may be additional resources or re-arrangement of existing resources as required to support the recovery of critical activities and/ or processes as detailed in the BCP, within the RTO.</p> <p>1.2.4 Business/ Supplier Contact List: Demonstrate that these have been identified and means to easily contact them is in place.</p> <p>Emergency Contacts: inclusive as per item 1 to initially deal with the incident (emergency services etc), then thereafter must also include the BCM recovery team members, names and contact details.</p>	<p>The 5 listed elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p>
<p>1.3. Risk Management Plan - Project/ Operational Risks be based on the scope of works / services etc.</p>	<p>Due Diligence</p>
<p>The Risk Management Plan based on the scope of works, must contain the following:</p> <p>1.3.1 Identification of Risks of Project / Service Interruption during the project: A risk register that contains the identified risks of service interruption and / or non-delivery of services etc. during the project. Demonstrate an understanding of the internal and</p>	<p>The 5 listed elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance</p>

external threats to effective service delivery within scope and to quality.	to the project / service offering etc. and a due diligence report provided.
<p>1.3.2 Risk Analysis Methodology: Demonstrate for risk identified, the causes, risk consequence/ impact and risk likelihood/ probability rating and how the risk rating is calculated. The methodology may also provide a view on the effectiveness of controls and the residual risk after application of controls.</p>	
<p>1.3.3 Ranking of the Risks: Once the risk register is completed a risk heat map and listing of the risks by name/ risk description from highest to lowest ranked risk be provided.</p>	
<p>1.3.4 Mitigation of the identified risks: Provided in the risk register for each assessed risk the controls in place to manage the risk along with additional risk tasks to further mitigate the risk.</p>	
<p>1.3.5 Responsible person: Ensure the risks have assigned risk owners, assigned control owners for the checking on controls and any other person assigned a risk action to complete under the risk register.</p>	

1. Due Diligence: Risk Management and Business Continuity Management

Tender Number: SIC23005CIDB (HOAC-HO-41525)

Tender description: maintenance of railway track with on-track overhead track equipment heavy machines for north corridor for a period of 30 days.

1.1. Business Impact Analysis

Assessment Criteria

Bidder

The following elements of the Business Impact Analysis will be assessed:

1.1.1 Identification of critical processes within the project / service:

(a) Demonstrate that the critical activities and/ or processes are identified and the critical activities and/ or processes if disrupted prevent project completion/ service delivery.

1.1.2 Recovery Time Objective (RTO) in case of any interruption that may arise:

(a) Detail acceptable RTO for the continuation of identified critical activities and/ or processes after a disruptive event. (Consider any SLA or regulatory requirements applicable to the activity and/or process).

1.1.3 Recovery Strategy: How will the service provider/ supplier recover.

(a) Detail step by step process as to how the critical activities and/or processes will be recovered;
(b) In what order the critical activities and/or processes will be recovered and by Whom.

1.1.4 Operational dependencies:

(a) List applicable internal and external dependencies for the recovery of the listed critical activities and/ or processes e.g.: Operational equipment, telephones etc. needed for continuity.

1.1.5 Alternative supply of equipment and/ or supply of extra staff:

(a) Provide adequate information on how alternate equipment or additional experienced staff will be secured/ sourced in the event that a BCM incident negatively impacts these resources. (Consider the original requirements for completion of a project and/or delivery of a service).

1.1.6 Battle Box: The battle box may amongst other things include a physical collection or an electronic repository of recovery plans, work instructions, manual documented processes, standard operating procedures, templates, letterheads etc. required for continuity of business-critical systems. In some instance this can also include off-site stores of certain equipment or electronic devices etc.

(a) Detail the contents of a battle box for continuation of the critical activities and/ or processes after a disruptive event.

All elements for the BIA are required.

All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.

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

High to Low, and/or similar.			
1.3.3 Ranking of the Risks: (a) Provide a listing of the risks by its name from Highest to Lowest ranked risks.			
1.3.4 Mitigation of the identified risks: In the risk register: (c) List/ align the risk controls in place to manage the identified risks. (d) If applicable, additional risk tasks over controls already in place, to further mitigate the risk be provided.			
1.3.5 Responsible person: In the risk register: (a) Risks be assigned to named, risk owners and named owners for controls or any additional risk task.			
Due Diligence			
1. Be fair and objective in your due diligence process. 2. Complete the due diligence in full and provide comments to support findings/ areas of improvement where necessary. 3. The document should be completed in a neat and tidy manner due to the fact that it will become an official document. 4. Be transparent and share your observations with the company representative (applicable where site visit was conducted to verify information supplied) and assessment team. 5. No copies of the completed due diligence document must be provided to the company representative. 6. On completion of the due diligence the results to be discussed with the contractor via SCM. 7. After the tender award the tenderers representative may be advised of their shortcomings in terms of their SHE submission.			
Name of Evaluator			
Signature			
Date			

T2.2-07: Assessment Schedule: Environmental Management Plan

The tenderer must provide an environmental management plan describing: -

- Key environmental impacts and aspects associated with the proposed project.
- Possible mitigation measures associated with identified impacts and aspects.
- Key roles and responsibilities for both the Tender's project team and Transnet with regards to the project.
- Monitoring techniques and reporting of both accidents and incidents.
- Details of induction and other forms of training (if any).

The following documents are key -

1.0 Transnet SOC Limited – Integrated Management Systems (IMS) Policy,

1.1 By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statement and environmental commitments therein.

1.2 Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

By signing this Tender Schedule, the tenderer confirms that they will **comply** with the above requirements and in particular Transnet Freight Rail IMS policy statement and environmental commitments therein.

The scoring of the Tenderer's Environmental Management Plan will be as follows:

Key Environmental Impacts and Possible Mitigation Measures	
	Assessment Feedback
The EMP is not submitted by the bidder.	
EMP with zero/no key impacts and mitigation measures specific to the project	
EMP contains 1-3 key impacts and mitigation measures specific to the project.	
EMP contains 4-6 key impacts and mitigation measures specific to the project.	
EMP contains 7-9 key reasonable and relevant impacts and mitigation measures specific to the project.	

EMP contains 10 and more key reasonable and relevant impacts and mitigation measures specific to the project, which meet and exceed tender requirements.	
Key Roles and Responsibilities	
	Assessment Feedback
The EMP is not submitted by the bidder.	
EMP with zero/no key roles and responsibilities specific to the project.	
EMP contains 1-3 key reasonable and relevant roles and responsibilities specific to the project.	
EMP contains 4-6 key reasonable and relevant roles and responsibilities specific to the project.	
EMP contains 7-9 key reasonable and relevant roles and responsibilities specific to the project.	
EMP contains 10 and more key reasonable and relevant roles and responsibilities specific to the project, which meet and exceed tender expectations.	
Environmental Monitoring, Training and Reporting	
	Assessment Feedback
The EMP is not submitted by the bidder.	
EMP with zero/no monitoring techniques, no training and no form of reporting.	
Tenderer did not demonstrate understanding of the project scope and provided irrelevant information on monitoring techniques, training methods and types of reports.	
Tenderer understood the project scope but provided relevant but less detailed information on monitoring techniques, training methods and types of reports.	
Tenderer understood the project scope and identified relevant monitoring techniques, relevant training methods and relevant reports.	
Tenderer understood the project scope and addresses critical aspects with regards to monitoring, training and reporting which meets and exceeds tender requirements .	

Attached submissions to this schedule:

See EMP comments above.

Signed

Date

Name

Position

Tenderer

T2.2-09: Changes to Tender Document

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

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

The Conditions of Tender state that the tenderer may:

C.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

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

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

Signed

Date

Name

Position

Tenderer

T2.2-10: Site Establishment

1. Total Site Establishment Cost will include the accommodation consist configuration detailing the quantity of wagons and wagon type required indicating what the various wagons will be utilised for e.g., sleeping quarters, ablution facility, etc. plant and equipment to execute the work. Tenderers are to submit the follow Establishment cost breakdown.

Items	Tendered Rate
Accommodation consist configuration	
Plant and Equipment	

Please note that this will make up the total establishment rate item in the Price List.

2. An additional key requirement is for the Tenderer to indicate what is the load weight will be per wagon required. Tenderers must note that there is a limitation of 40 wagons per consist. Tenderers to indicate the number of wagons required and their usage below:

Number	Wagon usage	Number	Wagon usage
1		21	
2		22	
3		23	
4		24	
5		25	
6		26	
7		27	
8		28	
9		29	
10		30	
11		31	
12		32	
13		33	
14		34	
15		35	
16		36	
17		37	
18		38	
19		39	
20		40	

Signed

Date

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.



Name

Position

Tenderer

T2.2-11: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

TRANSNET FREIGHT RAIL**ENQUIRY:** SIC23005CIDB (HOAC-HO-41525)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.**B. Certificate for Partnership**

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

Name	Address	Signature	Date

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

TRANSNET FREIGHT RAIL**ENQUIRY:** SIC23005CIDB (HOAC-HO-41525)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.**C. Certificate for Joint Venture**

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

_____, an authorised signatory of the company _____

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

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

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

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

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

D. Certificate for Sole Proprietor



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

Signed

Date

Name

Position

Sole Proprietor

T2.2-12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-13 Letter/s of Good Standing with the Workmen's compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

T2.2-:15 ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

TRANSNET FREIGHT RAIL**ENQUIRY:** SIC23005CIDB (HOAC-HO-41525)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
name

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured

entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

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

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

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

- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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 Supplier/Service provider
- ☐ Other Suppliers/Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

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result of having to make less favourable arrangements due to such cancellation;

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

YES/NO

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

² 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.

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.



.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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).

9. GENERAL CONDITIONS

9.1 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

9.2 Either the 80/20 preference point system will apply

9.3 Preference points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

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

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

9.5 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.

9.6 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.

10. DEFINITIONS

- (l) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (m) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (n) **"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;

- (o) **"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;
- (p) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (q) **"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);
- (r) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (s) **"Price"** includes all applicable taxes less all unconditional discounts.
- (t) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (u) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (v) **"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.

11. POINTS AWARDED FOR PRICE

11.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

12. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

12.2

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

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

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

12.4 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.

12.5 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.

12.6 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.

- 12.7 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.
- 12.8 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.

13. BID DECLARATION

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

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

- 14.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 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.

15. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 15.1.1 If yes, indicate:

- v) What percentage of the contract will be subcontracted.....%
- vi) The name of the sub-contractor.....
- vii) The B-BBEE status level of the sub-contractor.....
- viii) Whether the sub-contractor is an EME or QSE.

(*Tick applicable box*)

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

16. DECLARATION WITH REGARD TO COMPANY/FIRM

TRANSNET FREIGHT RAIL**ENQUIRY:** SIC23005CIDB (HOAC-HO-41525)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

16.1 Name of company/firm:.....

16.2 VAT registration number:.....

16.3 Company registration number:.....

16.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

16.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

16.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier/Service provider
- ☐ Other Suppliers/Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

TRANSNET FREIGHT RAIL

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cancellation;

- (j) 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;
- (k) 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
- (l) forward the matter for criminal prosecution.

WITNESSES

3.

4.

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

DATE:.....

ADDRESS

.....

BIDDER'S DISCLOSURE

3. PURPOSE OF THE FORM

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

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

4. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

YES/NO

- 3.3.1 If so, furnish particulars:

.....

³ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

4 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

T2.2-16: Storage Capacity

Note to tenderers:

The Tenderer is required to demonstrate to the Purchaser that he has sufficient current and/or future storage capacity to accommodate Transnet Limited's requirements as detailed in the Pricing Data and Goods Information, (Proof of Ownership or Rental/Lease Agreement of premises)

Index of documentation attached to this schedule:

.....

.....

.....

.....

.....

.....

Signed

.....

Date

.....

Name

.....

Position

.....

Tenderer

.....

T2.2-18: Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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

TRANSNET FREIGHT RAIL**ENQUIRY:** SIC23005CIDB (HOAC-HO-41525)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.***Conflicts of Interest***

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-19: Non-Disclosure Agreement

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street, Braamfontein , Johannesburg 2000

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 11.1 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 11.2 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 11.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 11.3.2 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 12.3.2 above.

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

TRANSNET FREIGHT RAIL**ENQUIRY:** SIC23005CIDB (HOAC-HO-41525)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

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

Signed

Date

Name

Position

Tenderer

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

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

TRANSNET SOC LTD

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

and

.....

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

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



WHEREAS

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

IT IS HEREBY AGREED

10. INTERPRETATION

In this Agreement:

- 10.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 10.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 10.3 **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:
 - 10.3.1 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
 - 10.3.2 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

- 10.3.3 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;
- 10.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 10.5 **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.

11. CONFIDENTIAL INFORMATION

- 11.1 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.
- 11.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 11.3 Notwithstanding clause 11.1 above, the Receiving Party may disclose Confidential Information:
- 11.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 11.2 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
- 11.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 11.4 below.
- 11.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 11.3.2 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.
- 11.5 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.

- 11.6 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.

12. RECORDS AND RETURN OF INFORMATION

- 12.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 12.2 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.
- 12.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 12.3.1 return all written Confidential Information [including all copies]; and
- 12.3.2 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.
- 12.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 12.3.2 above.

13. ANNOUNCEMENTS

- 13.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 13.2 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.

14. DURATION

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

15. PRINCIPAL

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

16. 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.

17. PRIVACY AND DATA PROTECTION

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

18. GENERAL

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 18.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.



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

Signed

Date

Name

Position

Tenderer

T2.2-20: Supplier declaration form

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

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

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

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

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

TRANSNET FREIGHT RAIL**ENQUIRY:** SIC23005CIDB (HOAC-HO-41525)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

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

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

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

T2.2-21: RFQ declaration form

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

TRANSNET FREIGHT RAIL**ENQUIRY:** SIC23005CIDB (HOAC-HO-41525)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

Ombudsman process must first be exhausted before judicial review of a decision is sought.

(Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-39 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

T2.2-22: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

TRANSNET FREIGHT RAIL**ENQUIRY:** SIC23005CIDB (HOAC-HO-41525)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

- b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender;
or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-23: Service Provider Integrity Pact

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

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

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.



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.

OBJECTIVES

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 underpricing 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.

COMMITMENTS OF TRANSNET

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

Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the 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.

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.

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

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.

Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

OBLIGATIONS OF THE BIDDER / SUPPLIER

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.

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:

- e) 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
- f) 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.

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.

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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.

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.

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.

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.

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.

The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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.

INDEPENDENT BIDDING

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.

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.

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.

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.

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.

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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.

DISQUALIFICATION FROM BIDDING PROCESS

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.

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.

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.

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.

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.

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.

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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.

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.

A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.

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.

PREVIOUS TRANSGRESSIONS

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.

SANCTIONS FOR VIOLATIONS

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.

CONFLICTS OF INTEREST

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

- a) A Transnet employee has a personal financial interest in a 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.

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.

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

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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.

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.

DISPUTE RESOLUTION

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 **Error! Reference source not found.** 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.

GENERAL

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

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

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

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

Should a 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.

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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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T2.2-24: Request for Quotation – Breach of law

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-25: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

Signed

Date

Name

Position

Tenderer

T2.2-26: Three (3) years audited financial statements

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

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T2.2-27: Form of Intent to Provide a Performance

Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor

(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor

(Bank/insurer)

Date

T2.2-29: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

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- from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES		NO	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

_____ (Name of company)

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____



C1.1: Form of Offer & Acceptance

Offer

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

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The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

Name &
signature of
witness

(Insert name and address of
organisation)

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X2: Changes in the law
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
10.1	The <i>Service Manager</i> is (name):	Nozipho Hadebe
	Address	Inyanda House 1, 21 Wellington Road, Parktown, 2193
	Tel	011 544 9665
	e-mail	nozipho.hadebe@transnet.net
11.2(2)	The Affected Property is	North Corridor Track Routes (Ermelo Depot, Vryheid Depot, Richards Bay Depot and Koedoespoort Depot)
11.2(13)	The <i>service</i> is	Maintenance of railway track with ballast regulators

11.2(14)	The following matters will be included in the Risk Register	(a) Cancellation of track occupations at short notice. (b) The shortage of pilots to move the machine between depots. (c) Work on railway track near live OHTE electrical equipment holds a danger of electrocution of workers. (d) Working on a railway line adjacent to lines on which rail traffic continues to run holds the risk of injury or death to workers. (e) Dry vegetation at or near most worksites, a fire hazard. (f) Oil Spillage and waste disposal (g) Machine working on sharp curves and steep gradients
11.2(15)	The Service Information is in	The Scope of Services
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 days
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
21.1	The <i>Contractor</i> submits a first plan for acceptance within	5 days of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	11 July 2023
30.1	The <i>service period</i> is	Thirty (30) Days
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	No additional data is required for this section of the conditions of contract.

7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional Employers risks	None
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Johannesburg, South Africa The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil.
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>In respect of the Contract, the total of the Prices for the Contract other than for the additional excluded matters.</p> <ul style="list-style-type: none"> • The <i>Contractor's</i> total liability for the additional excluded matters is not limited. • The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), <p>death of or injury to a person and infringement of an intellectual property right</p>
X18.5	The end of liability date is	6 (Six) months after the completion of the services at a specific Affected Property
X19	Task Order	
X19.3	Amount of delay damages for every day that elapses between the Task Order Completion Date and Task Order Completion is	2.5% of the total of the Prices of the Task Order as at the date of issue thereof subject to a maximum of 15% of the total of the Prices at such date.
X19.5	The Contractor submits a Task Order programme to the Service Manager within	5 (five) days of receiving the Task Order.
Z	<i>Additional conditions of contract</i>	

Z1 Obligations in respect of Termination

Z1.1	<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z1.2	<p>Termination Table</p> <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z1.3	<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
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Z3 Additional clause relating to Collusion in the Construction Industry

Z3.1	The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
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Z4 Protection of Personal Information Act

Z4.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
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C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is%
	The <i>subcontracted fee percentage</i> is%
11.2(14)	The following matters will be included in the Risk Register
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
		CV's (and further key person's data including CVs) are in
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	C2.2
11.2(19)	The tendered total of the Prices is	R _____ excl. vat

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2 - 6
C2.2	Price Lists	7

C2.1 Pricing assumptions: Option A

1. GENERAL

1.1 How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and 11

defined terms 11.2 (12) The Price List is the price list unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

the Price for each lump sum item in the Price List which the Contractor has completed and

where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

Clause 50 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Assessing the amount due

50.2

The amount due is

- the Prices for the Services Provided to Date,
- plus other amounts to be paid to the Contractor,
- Less amounts to be paid by or retained from the Contractor.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

1.2 Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Service in accordance with the Service Information". Hence the Contractor does not provide the Service in accordance with the Price List. The Price List is only a pricing document.

1.3 Link to the Contractor's plan

Clause 21.4 states "The Contractor provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the price list, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the price list and result in a satisfactory cash flow in terms of clause 11.2(17).

1.4 Preparing the price list

Before preparing the price list, both the Employer and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the

price list either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively the Employer, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the Contractor to include in the price list to be prepared and priced by him.

It is assumed that in preparing or finalising the price list the Contractor:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the price list which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an Employer's risk. This should also include all liabilities and obligations set forth or implied in the Contract data, as well as any profit.
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the service for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the Contractor estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

2. FORMAT OF THE PRICE LIST

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the price list in section C2.2 are made either by the Employer or the tendering contractor.

If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the Contractor is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the Contractor is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

3. GENERAL PRICING ASSUMPTIONS

- 3.1** The agreement is based on the NEC Term Service Contract. 2.0.2 Preliminary and general requirements are based on part 1 of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to SANS 1921 as well as the contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price List are recited.
- 3.2** It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 3.3** The Price List is not intended for the ordering of materials. Any ordering of materials, based on the Price List, is at the Contractor's risk.
- 3.4** The lump sum prices should cover the cost (as explained in par 1.4 above) for the work as described. The quantities set out in these Price Lists are approximate and do not necessarily

represent the actual amount of work to be done per quantity item. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price Lists (refer to par 1.1 above).

- 3.5** The short descriptions of the items of payment given in this Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 3.6** For each item in the Price List, the *Contractor* shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material) which has been sourced locally (Republic of South Africa).
- 3.7** The total in the Price List shall be exclusive of VAT, and shall be transferred to form C1.1 (Form of Offer and Acceptance).

4. BASIS OF MEASUREMENT AND PAYMENT

- 4.1 Calculations for measuring availability of the vehicle in its entirety shall be based on the total number of hours that the vehicle is required per month, which will consist of the following:
- 4.2 Normal working hours during normal working days as defined in Part C3 (*Service information*).
- 4.3 Emergency call-out hours as defined in Part C3 (*Service information*). This will only be applicable when the vehicle is actually required for this type of work.
- 4.4 Pre-arranged work outside normal working hours as defined in Part C3 (*Service information*). This will only be applicable when the vehicle is actually required for this type of work.
- 4.5 The *Service manager* will measure availability of the vehicle on an hourly basis and certify payment thereof in accordance with the contract.
- 4.6 All measurements for availability will be logged to the nearest minute of the day and totaled at the month end, where after it shall be converted to hours, rounded off to 4 decimals. The *Contractor* shall quote hourly rates when tendering.
- 4.7 Item 1 Hourly rate.**
- Payment will be made on an hourly basis and shall be based on a 100% availability of the vehicle in its entirety.
- 4.8 All low performance damages for non-availability shall be calculated as per clauses 3.11.4 and 3.11.5 of Part C3 (*Service information*).and will be deducted from the monthly payment certificate.

The low performance damages for the vehicle will be calculated as follows:

4.9 Item 1.1: Break down time (Trolley) -40% of item 1

For every hour the machine is on breakdown due to the trolley, the contractor will be penalized as follows.

- Number of hours on breakdown X -40% of item 1 rate.

4.10 Item 1.2: Break down time (Platforms) -25% of item 1

For every hour the machine is on breakdown due to the Platform, the contractor will be penalized as follows.

- Number of hours on breakdown X -25% of item 1 rate.

4.11 Item 1.3: Break down time (Catenary mast) -17% of item 1

For every hour the machine is on breakdown due to the Catenary mast, the contractor will be penalized as follows.

- Number of hours on breakdown X -17% of item 1 rate.

4.12 Item 1.4: Break down time (Crane) -18% of item 1

For every hour the machine is on breakdown due to the Crane, the contractor will be penalized as follows.

- Number of hours on breakdown X -18% of item 1 rate.

4.13 Item 2.1 Normal overtime

The total time worked in an excess of 8 hours from Monday to Friday will be regarded as overtime. Normal overtime will be paid under this item.

4.14 Item 2.2 Saturday overtime

Overtime payment will also be made for work performed on a Saturday when in excess of 5 consecutive days out of every 7 days or in excess of 10 consecutive days out of every 14 days. Overtime payment will also be made for work performed on a Saturday shift day when work is performed in excess of 8 hours for the day. Only To occupation time allocated will be considered for the calculation of overtime. This implies excluding preparation time outside of To time.

4.15 Item 2.3 Sunday overtime

Sunday time payment will be made for work performed on a Sunday or Paid Public Holiday when in excess of 5 consecutive days out of every 7 days or in excess of 10 consecutive days out of every 14 days. Sunday time payment will also be made for work performed on a Sunday shift day when work is performed in excess of 8 hours for the day. Only To occupation time allocated will be considered for the calculation of overtime. This implies excluding preparation time outside of To time.

4.16 Item 3.1 Saturday Shift Allowance

A shift allowance payment will be made for work performed on a Saturday when working five days out of every seven days or ten days out of every fourteen days.

4.17 Item 3.2 Sunday and PPH Shift Allowance

A shift allowance payment will be made for work performed on a Sunday or Paid Public Holiday when working five days out of every seven days or ten days out of every fourteen days.

4.18 Item 3.3 Night Shift Allowance

A night shift allowance payment will be made when an occupation falls between 18h00 and 06h00

4.19 Item 4 Movement of machine

Payment will be made per track kilometer for moving the machinery between work site (See definition of moving time – Contract Data Definitions). Tendered rates shall include for fuel as well as wear and tear while moving. No payment will be made when the machinery is hauled by Locomotive.

4.20 Item 5.1 Training outside of Gauteng

The Contractor shall provide and present to Transnet personnel a training course or courses for the operation of the vehicle outside of Gauteng.

C2.2 the price list

Service Category: SIC23005CIDB (HOAC-HO-41525)
Heavy Class Maintenance Machines Services (Price list A)

Work Packages:

Number of Machine Service Packages Required = 5

NB*: The Employer reserve the right to reduce the number of Work Packages required prior to the award of contract.

C2.2 the price list- Heavy Class OHTE

OHTE BOQ estimated quantities per machine					
Item	Description	Unit Measure	Qty	Rate	Amount
1	Hourly rate for 100% availability	hour	250		
1.1	Break down time (Trolley) - 40% of item 1	hour			
1.2	Break down time (Platforms) - 25% of item 1	hour			
1.3	Break down time (Catenary mast) - 17% of item 1	hour			
1.4	Break down time (Crane) - 18% of item 1	hour			
2	Overtime				
2.1	TOM > 8 Hrs Week days (Monday - Friday)	hour	50		
2.2	Weekend Saturday > 8 Hrs	hour	24		
2.3	Weekend Sunday & PPH	hour	24		
3	Shift Allowance				
3.1	Sat when 10 out of 14/ 5 out of 7	hour	24		
3.2	Sunday & PPH	hour	24		
3.3	Night shift 18h00 - 06h00	hour	10		
4	Moving km in travel mode	km	2000		
5	Training				
5.1	Training per group (outside Gauteng)	Course	1		
TOTAL AMOUNT (EXCLUDING VAT)					

N.B. Bidder are required to provide the complete required number of machines for Heavy Class Maintenance Machine Work Packages
Number of machines to be provided for the bid is 5

Note : The pricing list above is expected to reflect the pricing offer for one Machine Work Package (OHTE), where the Work Package represents one machine and all its associated services.

STIPULATE THE NUMBER OF MACHINES BEING BID FOR..... (ENTER NUMBER HERE)



C3: Scope of Work

PROVISION OF AN ON-TRACK HEAVY CLASS VEHICLE FOR THE MAINTENANCE AND INSPECTION OF 25 kV AC AND 3 kV DC OVERHEAD TRACK EQUIPMENT, NORTH CORRIDOR:

Part C 3.1

Service Information by the Employer

Maintenance of Railway Track with Overhead Track Vehicle: NORTH CORRIDOR

	POSITION	NAME & SURNAME	DATE	SIGNATURE
Compiled by:	<i>Depot Contract Manager</i>			
Reviewed by:	<i>Senior Contract Manager</i>			

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

CONTENTS

SECTION	DESCRIPTION
3.1	SCOPE OF CONTRACT
3.2	DEFINITIONS AND INTERPRETATIONS
3.3	TERM OF CONTRACT AND OPTIONS
3.4	WORKING AREA
3.5	DELIVERY OF VEHICLE
3.6	TRANSNET SPECIFICATIONS APPLICABLE
3.7	OPERATION
3.8	BREAKDOWN AND MAINTENANCE SERVICING
3.9	RECORDS AND INSTRUCTION BOOKS
3.10	AVAILABILITY
3.11	NON-AVAILABILITY
3.12	TO BE SUPPLIED BY CONTRACTOR

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

3.1.0 SCOPE OF CONTRACT

3.1.1 This document covers the conditions governing the hiring of an on-track OHTE maintenance vehicle from the Contractor which he shall provide and maintain during the contract period and within the areas of operation specified, subject to the terms of the succeeding clauses, specifications and conditions pertaining to this contract.

3.2.0 DEFINITIONS AND INTERPRETATIONS

3.2.1 **Executive Officer:** The person appointed by Transnet from time to time as the Executive Officer to act according to the rights and powers held by and obligations placed upon him in terms of the contract.

3.2.2 *Service manager:* The person appointed by Transnet from time to time as the *Service manager* to administer the contract according to the powers and rights held by and obligations placed upon him in terms of the contract.

3.2.3 *Service manager's Deputy:* The person appointed by Transnet from time to time as the *Service manager's Deputy* to administer the Contractor's performance and execution of the work according to the powers and rights held by and obligations placed upon him in terms of the contract.

3.2.4 **Paid public holidays:** Paid public holidays shall be those applicable to Transnet.

3.2.5 **Normal working days:** Mondays to Fridays, but excluding paid public holidays.

3.2.6 **Normal working hours:** The hours of duty from Monday to Friday between 08:00 and 16:00 during normal working days.

3.2.7 **Emergency call-out hours:** All hours which fall outside normal working hours (clause 3.2.6) on normal working days (clause 3.2.5.)

3.2.8 **Sunday time:** The period between 00:00 and 23:59 on Sundays as well as paid public holidays.

3.2.9 **Overtime:** The period not covered by clauses 3.2.5, 3.2.6 and 3.2.8.

3.2.10 **Pre-arranged work outside normal working hours:** Planned work which has to be performed outside normal working hours due to particular conditions.

3.2.11 **Month:** The continuous period between the first day of a calendar month and the last day of the same calendar month, both days included.

3.2.12 **Hourly rate:** The monthly charge inclusive of the Fitter, but excluding fuel costs and overtime, divided by the total number of working hours in an average month. (See clause 3.2.6.)

3.2.13 **Non-available:** When required to work, the vehicle and associated equipment is not able to produce work to the standards specified, due to breakdown.

3.2.14 **Vehicle:** The on-track self-propelled machine provided complete with all equipment complying with the requirements of the specifications annexed hereto.

3.2.15 **Words importing the singular,** also include the plural and vice versa where the context requires.

3.2.16 **Movement Time (T_m):** The period required to move the machinery from work site to work site as a train, as part of or on a train. Moving time will commence at the announced time of departure and will end when the staging point at the new work site is reached. Periods of overnight stops

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when the machinery is traveling as a train, as part of or on a train will be excluded from moving time. Moving time will be included in occupation time for payment purposes

3.3.0 TERM OF CONTRACT

3.3.1 The commencement date will only be finalised after acceptance of tenders. The Contract will therefore commence on the date stipulated in the acceptance letter. The *Contractor* shall be able to commence with the service within 7 days of contract award.

3.3.2 Bidders shall also qualify their offers stating how soon after the award of the contract they will be able to start with the work. This shall include the provision and operation of any other on-track machines or support equipment. Where equipment offered may only be available at a later date, the date at which this will be available shall be indicated clearly upon submission of tender.

3.3.3 The duration of this contract is thirty (30) days. The expiry date will therefore depend on the starting date of each part. The work output required shall depend on Site conditions and is expected to be carried out over the full duration of the contract period of thirty (30) days. The Contractor shall Supply, Operate and Maintain the machine.

3.3.4 The Contract can be terminated by mutual agreement should technical or safety problems become evident during the execution of the works.

3.3.5 The vehicle will be in use for 30 days period and shall be used during normal working hours as well as for emergency call-outs and pre-arranged work outside normal hours. (Refer to clauses 3.2.6, 3.2.7 and 3.2.10.).

3.3.6 The quantities indicated in the Price List are estimated and not guaranteed to the contractor.

3.4 WORKING AREA

3.4.1 The working area shall be the overhead track equipment on all lines owned and / or maintained by Transnet within the borders of the Republic of South Africa and neighboring countries.

3.4.2 The staging depots of the vehicle will normally be at the following Depots or their recognised Sub-Depots.

3.4.2.1 Bellville, Kimberley (North and South), Bloemfontein, Port Elizabeth & East London

3.4.2.2 Empangeni, Durban, Ladysmith & Heidelberg

3.4.2.3 Isando, Vereeniging & Krugersdorp

3.4.2.4 Koedoespoort, Nelspruit, Witbank & Polokwane

3.4.2.5 Ermelo, Vryheid & Empangeni (Coal Line)

3.4.2.6 Saldanha (Ore Line) & Upington

3.5.0 DELIVERY OF VEHICLE

3.5.1 The *Service manager* shall determine where the vehicle will be delivered at the commencement of the Contract Period. The Contractor shall carry all costs for delivery of the vehicle from his workshops to the point of delivery and shall be responsible for all associated arrangements.

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- 3.5.2 Similarly the Contractor shall carry all costs and do all arrangements for the return of the vehicle to his workshops after expiry of the contract.
- 3.5.3 The *Service manager's* Deputy will determine where, when and how a vehicle shall be utilised on a day-to-day basis for the maintenance of Transnet assets. Only the *Service manager's* Deputy may decide to stop work due to inclement weather, etc.
- 3.6.0 TRANSNET SPECIFICATIONS APPLICABLE AND DEEMED TO FORM PART OF THE CONTRACT
- 3.6.1 The latest edition of E.4E: Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act.
- 3.6.2 The latest edition of E.7/1: Specification for works on, over, under or adjacent to Railway lines and near high voltage equipment.
- 3.7.0 OPERATION
- 3.7.1 The Tender shall include for the provision of a full-time Fitter with the vehicle. The Fitter shall be responsible for travelling movements (not crawling in work mode), off-tracking / on-tracking, as well as regular vehicle inspections, maintenance and repairs, so that maximum availability may be achieved.
- 3.7.1.1 The Fitter will be expected to be available during normal working hours during normal working days (see clauses 3.2.6 and 3.2.5), as well as for emergency work during emergency call-out hours (see clause 3.2.7.) He shall also be available for pre-arranged work outside normal working hours as described in clauses 3.2.10 and 3.10.2.
- 3.7.2 Although a Fitter must be provided with the vehicle, the Contractor shall provide and present to Transnet personnel a training course or courses for the operation of the vehicle with relation to:
- 3.7.2.1 The safe handling and driving of the vehicle, in "travel" as well as in "work" modes.
- 3.7.2.2 The safe operating of the elevating platform/s or aerial work platform/s (whichever are provided), as well as all other equipment to be used by Transnet personnel during the performance of their tasks.
- 3.7.2.3 The necessary daily inspections to be carried out on the vehicle and their equipment before trips and work are undertaken.
- 3.7.2.4 Transnet reserves the right to use the course literature and reproductions thereof for internal training purposes.
- 3.7.2.5 A course group of Transnet personnel will consist of between two and fifteen people.
- 3.7.2.6 The *Service manager* may, at any time during the duration of the contract, request the Contractor to present a training course at any depot or sub-depot in the working area.
- 3.7.2.6.1 The Trainer/Assessor must be accredited by a registered organisation whose qualifications are recognised by the South African Qualifications Authority (SAQA).
- 3.7.2.6.2 The training and certification of Trainees must be done according to the Driven Machinery Regulations. (Regulation 18) of the Occupational Health and Safety Act (Act 85 of 1993.)
- 3.7.3 It is anticipated that the vehicle will be operational daily (Mondays to Fridays) during normal working hours, for approximately 10 hours. There could also be need for emergency call-outs and pre-arranged work outside normal working hours, as per clauses 3.2.7, 3.2.10 and 3.10.2.

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3.8.0 BREAKDOWN AND MAINTENANCE SERVICING

- 3.8.1 The Contractor shall be responsible for vehicle breakdown services as and when required. Own transport to the site shall be supplied in this event.
- 3.8.2 The *Service manager's* Deputy shall inform the Contractor in writing when the vehicle will be transferred to a new staging depot. Such notice shall be given at least 7 (seven) days prior to transfer.
- 3.8.3 The Contractor shall provide maintenance services on the vehicle as determined by him. These services shall be conducted at predetermined intervals and times agreed upon by both parties. The vehicle shall be serviced at one of the staging depots or their sub-depots (see clause 3.4.2).

3.9.0 RECORDS AND INSTRUCTION BOOKS

- 3.9.1 The Contractor shall provide and keep on the vehicle two triplicate carbon copy books, one, in which instructions and events regarding the performance of the vehicle can be recorded and the other, a logbook where odometer readings and times that the vehicle was operational may be recorded, as well as the hours that the elevating platform or aerial work platform was operational. Statutory inspections of elevating devices must also be recorded as per requirements of the relevant laws and codes. Valid copies of relevant certificates for elevating devices must also be kept on the machine at all times.

3.10.0 AVAILABILITY

- 3.10.1 Availability of the vehicle in its entirety shall be 100% i.e. 8 (eight) hours daily during normal working hours during normal working days, (see clauses 3.2.6 and 3.2.5), as well as for call-outs during emergency call-out hours and during pre-arranged work outside normal working hours as described in clauses 3.2.7, 3.2.10 and 3.10.2.

- 3.10.2 Where practical needs dictate that Transnet staff will have to perform planned work at night or during weekends, the Contractor will be notified at least seven days in advance to allow the Fitter concerned to make the necessary arrangements for resting, service materials, etc.

3.11.0 NON-AVAILABILITY

- 3.11.1 If the non-availability of the vehicle is due to a breakdown, the Contractor or his representative shall advise the *Service manager* of the estimated time needed to effect repairs, after inspection thereof. 3.11.2 The vehicle will be regarded as available after breakdown when it is declared available for the purpose of testing, unless after the period of testing the vehicle is still non-available. In the latter case, non-availability time will continue from the time that the vehicle previously became non-available.
- 3.11.3 Should a joint inspection of the vehicle by Transnet and the Contractor reveal that the vehicle is not in a safe working condition, the *Service manager* may order the temporary withdrawal of the vehicle from service. The vehicle will then be regarded as non-available until it has been repaired and is available for work.
- 3.11.4 In the event of breakdown during normal working hours (clause 3.2.6), penalty fees for non-availability will be calculated in minutes from the instant of breakdown, until the vehicle is declared available (clause 3.11.2). For the purposes of this calculation, non-availability outside

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normal working hours will be ignored, except if the vehicle is required for pre-arranged work outside normal working hours (clause 3.2.10) or emergency work (clause 3.2.7).

- 3.11.5 If the vehicle is required for work as per clauses 3.2.10 and 3.2.7, non-availability will be measured in minutes from the instant the vehicle is required or the instant of breakdown, whichever occurs later, until the end of the particular work period. Should the vehicle become available while this work is in progress and the vehicle is present at the worksite, and is utilised for the rest of the work period by Transnet, non-availability will end at the instant the vehicle is taken back into service.
- 3.11 .6 The Contractor shall state time of non-availability during which normal maintenance services will be carried out on the vehicle. For payment purposes the vehicle will be regarded as available during this time (see clauses 3.7.4 and 3.8.3).
- 3.12.0 TO BE SUPPLIED BY THE CONTRACTOR
- 3.12.1 The Contractor shall at his own cost provide labour, transport, consumable items, machinery equipment, tools and materials including spare parts required for maintaining the vehicle and carry out breakdown services to an acceptable standard.
- 3.12.2 A maintenance service schedule based on the usage stated in clause 3.7.4.
- 3.12.3 The Fitter with the vehicle, will be considered the contact person for the Contractor. An all-hours contact number must however still be provided where the Contractor may be reached in case of an emergency if the Fitter is not accessible.
- 3.12.4 A cellular telephone (with "car kit") for use by the Fitter.
- 3.12.5 Diesel fuel for the vehicle. (Both provision and filling.)
- 3.12.6 Security outside normal working hours. The vehicle would normally be parked in a Depot yard or in a station yard (manned or un-manned). Working conditions may, however, require that the vehicle be parked in a section at an off-tracking platform. The vehicle will not be parked in an area considered by Transnet Risk Management to be a high-risk location.
- 3.12.7 A training module regarding Electrical Safety for the Fitter.
- 3.12.8 The Fitter must pass the training course before the vehicle is delivered.

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GENERAL NOTES:

- 1 All vertical measurements of equipment performance in this specification, are from track level, unless otherwise specified.
- 2 All flooring must be non-slip and weatherproof.

1.0 GENERAL REQUIREMENTS

- 1.0 An on-track, self-propelled Heavy Class vehicle for maintenance and measurement of high voltage Overhead Track Equipment (OHTE); suitable for 1 065 mm rail gauge.
- 1.2 Facilities, tools & equipment will consist of a cab and a selection of other facilities as discussed in Sections: 7 - Elevating Platform, 8 - Hydraulic Crane, 9 - Dual Purpose Hydraulic Crane Convertible to Aerial Basket, 10 - "Cherry Picker", 11 - Catenary Support Mast, 12 - Off-Tracking Equipment, 13 – Air Supply for Pneumatic Tools and 14 – High Pressure Washing Equipment.

Tenderers are requested to refer to the attached Schedule Of Requirements (S.O.R.) to determine which of the facilities are required. (Clause numbers in this Specification and those indicated on the S.O.R. are identical.)

- 1.3 The general vehicle lay-out is shown in Appendix A.

2.0 OPERATING CONDITIONS

- 2.1 The vehicle will be used to transport seated staff including a driver and equipment / tools for maintenance, over long distances.
- 2.2 Hydraulically operated lifting equipment will be used during maintenance of the OHTE.
- 2.3 The vehicle will be used at altitudes from sea level to 1 850 m above sea level, at ambient temperatures ranging from -5°C to +45°C, in all weather conditions and at night.

3.0 TENDERING PROCEDURE

- 3.1 No changes may be made to the text of this specification as issued, including it's Appendices and (possible) Addendum/s.

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3.2 Tenderers shall indicate compliance with the specification on a clause-by-clause basis. This shall take the form of a separate typewritten document listing all the specification clause numbers, against which the individual statements of compliance or non-compliance must be indicated. This document may be used by Tenderers to elaborate on their response to a particular clause.

4.0 DIMENSIONS

- 4.1 Rail wheel track must be 1 065mm gauge.
- 4.2 Total vehicle length (measured over headstocks) may not exceed 15 300mm if two solid axles are used or if one solid axle and one bogie is used.
- 4.3 For two bogies, distance between inner axle centres on the two bogies must not exceed 13 350mm.
- 4.4 For two bogies, the maximum permissible overhang is 2 400mm, measured from the centre of the bogie to the end of the vehicle (headstock).
- 4.5 For two bogies, the total vehicle length (measured over headstocks) may not exceed 19 900mm
- 4.6 Wheelbase must not exceed 7 000mm if two solid axles or one solid axle and one bogie are used.
- 4.7 The maximum permissible overhang for two solid axles or one solid axle and one bogie is 4 150mm. In the case of a bogie being used, the overhang will be measured from the centre of the bogie to the end of the vehicle.
- 4.8 Nominal radius of the sharpest curve is 91m and such curves are check railed. The vehicle must be capable of safely negotiating a curve of 85m.
- 4.9 The profile of the vehicle must comply with Transnet's vehicle gauge (1 065 mm track gauge) depicted on drawing No. BE-82-15 sheet 1 attached to this specification. (See Appendix B.)
- 4.10 All components (including cow catchers) must clear the rail by a minimum of 75mm, except for wheels and flexible rail sweepers. The clearance between the rail and flexible railsweepers must stay between 13mm and 20mm, regardless of loading on the vehicle.

5.0 PERFORMANCE

- 5.1 The vehicle (fully laden) must be capable of a top speed of at least 80 km/h in both directions on level track.
- 5.2 The vehicle must be able to travel at top speed for distances in excess of 200 km at a time. A minimum operating range as specified, is required.
- 5.3 The fully laden vehicle must be able to maintain the specified speed on the specified gradient.
- 5.4 A crawling speed, continuously variable between 1 km/h and 10 km/h in both directions, must be possible on gradients up to 1:40.

FACILITIES, TOOLS AND EQUIPMENT

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6.0 ELEVATING PLATFORM

- 6.1 The elevating platform must be capable of carrying a total load of not less than 600 kg with a minimum of 300 kg at any point; also while the vehicle is crawling at 10km/h.
- 6.2 The floor area of the platform must be 3 000mm long and 2 300mm wide and fitted with protective hand rails, 1 100mm high. Solid toe boards, 150mm high, must be fitted.
- 6.3 The platform must be adjustable in such a way that it is possible to stand on all points as described in Appendix C. Sideways movement, extra elevation, etcetera may be used to accomplish this.
- 6.4 The support frame must have sufficient rigidity for the fully laden platform to remain stable at all times, whilst stationary, during acceleration or braking of the vehicle, even on a track with a cant of 100mm, with the platform in any position.
- 6.5 Raising and lowering of the platform must be effected by a power driven system.
- 6.6 Suitable lockable access must be provided to the platform from the deck of the vehicle.
- 6.7 Certain sections of the handrails must be partly removable / collapsible to make it possible for the platform floor to rise to the height of the contact wire.
- 6.8 A facility must be provided to enable the sideways movement of the platform to be temporarily restricted to either side, such that the respective edges of the platform maintain a predefined clearance from an adjacent energised track. (This clearance will normally be 3 650mm from the centre line of the adjacent track, but may vary). The facility must operate by means of a key which can be removed in the locked position.

7.0 DUAL PURPOSE HYDRAULIC CRANE CONVERTIBLE TO AERIAL BASKET

- 7.1 A dual purpose hydraulic crane which is convertible to aerial basket, must be supplied and fitted to the vehicle at the end opposite to the cab.
- 7.2 The crane must be able to operate as a crane or a "cherry picker". For this reason it must be possible to fit a hook (for crane operation) or an aerial basket (for "cherry picker" operation) to the hydraulic arm. This interchange must comply with the following requirements: (See also Appendix D.)
 - 7.2.1 The cradle or crane hook must be connected to the hydraulic arm by means of an approved coupling allowing quick connecting / disconnecting.
 - 7.2.2 Connecting and disconnecting of the cradle or hook must not require any modification or adjustment to the hydraulic system.
- 7.3 In "crane-mode" the crane must be as discussed in the applicable clauses of section 8.0.
- 7.4 In "cherry picker" mode it is required that the aerial basket floor reaches a maximum height of 10 500mm at 4 000mm from track centre and 4 900mm high at 7 000mm from track centre.
- 7.5 A removable aerial basket of approximately 1 800mm x 800mm and a minimum capacity of 270 kg must be provided for the purpose of elevating 2 persons and tools. Hand rails, 1 100mm high, with solid toe boards, 150mm high, must be fitted. Lockable access must be provided.

8.0 CHERRY PICKER"

- 8.1 A hydraulically operated "cherry picker" must be supplied and fitted.

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- 8.2 A cradle of approximately 1 800mm x 800mm and a minimum capacity of 270 kg must be provided for the purpose of elevating 2 persons and tools. Hand rails, 1 100mm high, with solid toe boards, 150mm high, must be fitted. Lockable access must be provided.
- 8.3 The vertical lifting reach of the cradle floor, must be 10 500mm at 4 000mm from track centre and 4 900mm at 7 000mm from track centre. The cradle must be mechanically lockable in the stored position.

9.0 CATENARY SUPPORT MAST

- 9.1 A telescopic mast for support and shifting of overhead lines must be provided, which has a head that can swivel through 90° (in the horizontal plane) and reach a height of 8 000mm.

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- 9.2 The telescopic mast must be able to lift 300 kg minimum at any point and extend at a rate of approximately 100mm per second.
- 9.3 The mast and head must withstand a horizontal force, transverse to the track, of 3 200N up to a height of 8 000mm.
- 9.4 The head of the telescopic mast must be 220mm wide (with three notches, as shown in Appendix E) capable of moving 450mm to either side of track centre (measured from centre of block), by means of a hand- or power-driven drive.
- 9.5 The mast must be situated on the vehicle centre line where it can be easily reached from the elevating platform.

10.0 OFF-TRACKING EQUIPMENT

- 10.1 The vehicle must have off-tracking equipment suitable for use on either of the off-tracking stand types employed by Transnet.
- 10.2 It must be possible to off-track and on-track the vehicle in five minutes for each operation.

11.0 AIR SUPPLY FOR PNEUMATIC TOOLS

- 11.1 Two pneumatic quick-couplers with manually-operated cut-off valves must be provided on each elevating platform, cradle and aerial basket.
- 11.2 A hose reel with a 5m length of pneumatic hose with a quick-coupler must be provided at the crane end of the vehicle with the hose permanently connected to the supply via a manually-operated cut-off valve.
- 11.3 Compressed air with a flow rate and pressure suitable for driving commercial air tools, must be available at the supply points.
- 11.4 An effective low-maintenance automatic air drier, with a capacity of at least that of the compressor, must be provided.
- 11.5 Pneumatic couplers must match the couplers of the air tools as required by the user.

12.0 HIGH PRESSURE WASHING EQUIPMENT

- 12.1 Portable high pressure washing equipment for use with water-based alkaline solvent detergent must be supplied on the vehicle.
- 12.2 The equipment must be electrically driven by 220V, with the power cable at least 10m long, to allow the device to be used some distance away from the vehicle.
- 12.3 A pressure of at least 130 bar on the high pressure side is required.
- 12.4 The detergent has a pH of $\pm 11,2$.
- 12.5 Equipment to be supplied with flexible high pressure hose of the specified length or 10m (whichever is least), as well as handles and spraying nozzles as recommended by the suppliers.
- 12.6 Washing water storage of at least 500 litres capacity for supplying the portable washer, must be supplied on the vehicle.
- 12.6.1 A low pressure water feedline of suitable length is required to connect the washing equipment to the water supply tank.

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13.0 CAB

- 13.1 A fully enclosed, weatherproof cab must be provided. The cabin must be suitably protected against the weather and must provide seating accommodation for the specified total number of staff, including a driver. A specified number of these staff members must be seated in an elevated seat with a clear view of the OHTE and the measuring pantograph.
- 13.2 Good ventilation, heating and demisting are required.
- 13.3 A tank for potable water, with a capacity of not less than 40ℓ, fitted with suitable dispensing facilities, must be provided in the cab.
- 13.4 A lockable access door must be provided at one side of the cab. It must be fitted with suitable sidewall handrails and steps for easy access to the vehicle from ground level.
- 13.5 A lockable access door must be provided between the cab and the deck.
- 13.6 Windscreens must be at the approved standard and provided at both ends of the cab and fitted with suitable electric windscreen wipers.
- 13.7 At least one window on each side-wall must be provided with a sliding panel and all window glazing must be tinted.
- 13.8 All seating must be upholstered with heavy duty vinyl material (washable) and padded, whilst the driver's seat must be adjustable in height and distance from the control panel. Where possible, each seat must be provided with a 3-point safety belt. The remaining seats should have 2-point safety belts.
- 13.9 Storage for documentation must be provided in the cab.
- 13.10 Additional storage for flags and detonators is also required in the cab.
- 13.11 Passenger seats must be of the bench type of which the space below must be fully enclosed to provide for additional storage. Seats must be hinged to provide access to storage space.
- 13.12 Individually lockable storage for the personal belongings of the number of people specified in clause 13.1, is required. This storage space may be incorporated in the space specified in clause 13.11.
- 13.13 The driver and his assistant must be seated in such a way that allows them a clear view of the track when travelling in either direction. They must be seated in a comfortable manner to travel for long distances. These two seats may be in an elevated area of the cab.

14.0 DECK

- 14.1 The open accessible deck must be protected on all exposed sides with suitable handrails, 1100mm high and fitted with 150mm high solid toe boards.
- 14.2 The deck must be large enough to accommodate the elevating platform and all other equipment specified or required for the proper operation of the vehicle.
- 14.3 Suitable steps must be provided at the crane end of the vehicle to allow access from ground level, without impairing the crane's performance.

15.0 CONTROLS AND DISPLAYS

(Controls of equipment not selected, must be ignored.)

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- 15.1 Controls for the elevating platform: (Refer to section 6.0)
 - 15.1.1 All movements of the elevating platform must be controlled from a control panel situated on the elevating platform.
 - 15.1.2 Where additional smaller platforms are mounted on the elevating platform, their individual controls will be situated on themselves.
 - 15.1.3 It must be possible to control vehicle crawling (0 - 10km/h) and braking from the elevating platform.
- 15.2 Controls for crane: (Refer to section 6.0.)
 - 15.2.1 Controls for crane operation to be mounted in a suitable position at the crane end of the vehicle.
 - 15.2.2 A remote control is also required to operate the crane from anywhere on the elevating platform.
- 15.3 Controls for crane with removable aerial basket fitted: (Refer to section 6.0.)
 - 16.3.1 All the movements of the crane in "Cherry Picker" mode must be controlled from a control panel situated on the aerial basket.
 - 15.3.2 The remote control for crane operation, may be plugged into the aerial basket for operating the crane in "Cherry Picker" mode from within the aerial basket.
 - 15.3.3 It must be possible to control vehicle crawling (0 - 10km/h) and braking from the aerial basket.
 - 15.3.4 Controls in "crane mode" will be as described in clauses 16.2.1 and 16.2.2.
- 15.4 Controls for the "cherry picker": (Refer to section 9.0.)
 - 15.4.1 All the movements of the "Cherry Picker" must be controlled from a control panel situated on the cradle.
 - 15.4.2 It must be possible to control vehicle crawling (0 - 10km/h) and braking from the cradle.
- 15.5 Controls for the catenary support mast: (Refer to section 10.0)
 - 15.5.1 The catenary support mast must be operated from a suitable position on the elevating platform.
- 15.6 Interlocking of crawling controls:
 - 15.6.1 The vehicle crawling controls must be so interlocked that no movement of the vehicle is possible if any crane outrigger (clause 7.5) or the catenary support mast (clause 9.0) are not within the vehicle gauge.
 - 15.6.2 The crawling and braking controls must be so interlocked that when the elevating platform, aerial basket or "cherry picker" is in use, crawling operations can only be carried out by one of the controls at any one time - whichever control has the master interlocking key.
- 15.7 Emergency controls:
 - 15.7.1 An emergency stop must be provided on the platform, in the aerial basket / cradle, in the cab, and on both sides of the vehicle, to be reached from ground level.
 - 15.7.2 Independent emergency controls for lowering the platform must be situated on the deck.

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

- 15.7.3 Independent emergency controls for lowering the aerial basket on the crane must be situated on the deck.
- 15.7.4 Independent emergency controls for lowering the cradle of the "cherry picker" must be situated on the deck.
- 15.8 Automatic parking brake:
 - 15.8.1 An automatic parking brake, working in conjunction with the crawling controls of the platform, must be provided.
- 15.9 Cab controls and displays:
 - 15.9.1 The driver's control panel(s) must be positioned such that all controls are ergonomically accessible when driving in either direction.
 - 15.9.2 Warning lights for earthing pantograph positions, elevating platform positions, crane / "cherry picker" and catenary support mast operation, must be provided. An alarm(s) which sounds if either pantograph is activated, but does not make contact with the contact wire, must also be provided. The alarm(s) must be audible in the working area.
 - 15.9.3 Controls of both earthing pantographs are to be interlocked with the controls of all other lifting / elevating devices in such a manner that the latter can only be activated after contact has been made between the overhead conductor and the earthing pantographs.
 - 15.9.4 The control panel must contain all the necessary controls, instruments and switches necessary to safely drive and operate the vehicle and must include the following:
 - 15.9.4.1 Switches for all the lights, windscreen wipers and cooling fan(s).
 - 15.9.4.2 Gauges for engine and gearbox coolant temperature.
 - 15.9.4.3 Gauge for fuel level.
 - 15.9.4.4 Speedometer with odometer (both calibrated to at least $\pm 5\%$ accuracy).
 - 15.9.4.5 Voltmeter.
 - 15.9.4.6 Engine tachometer with hour meter.
 - 15.9.4.7 Gauge(s) for brake reservoir pressure and auxiliary reservoir pressure.
 - 15.9.4.8 Warning lights for: Low engine oil pressure; battery charge, suspension locking device and fuel / water separator.
- 15.10 The driver's travelling controls must be locked out if any device is not in its stored position (including pantographs).

16.0 TOWING EQUIPMENT

- 16.1 The vehicle must be capable of being hauled in either direction by a locomotive if required, to clear the section after breakdown.
- 16.2 The vehicle must be provided with a system for connection to a standard locomotive coupler.
- 16.3 Mounted next to the drawbar connection, must be instructions warning that the drawbar must only be used to tow the machine in case of breakdown.

TRANSNET FREIGHT RAIL**ENQUIRY:** SIC23005CIDB (HOAC-HO-41525)**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.**17.0 HYDRAULIC SYSTEM(S)**

- 17.1 All hydraulic equipment supplied, must be able to work at the same maximum supply pressure, on a specific system.
- 17.2 The hydraulic reservoir(s) must be large enough to allow simultaneous operation of all the hydraulic equipment in the system.
- 17.3 Hydraulic hoses must be manufactured to an approved SABS/SANS standard. Details must be furnished.
- 17.4 The following safety features (devices) must be incorporated into the system:
 - 17.4.1 Device to prevent overloading (over-pressurising).
 - 17.4.2 Device to prevent load from dropping in case of hose or other failure.
 - 17.4.3 Replaceable return / suction filter, suction strainer and suitable oil level indicator fitted to the hydraulic tank.
 - 17.4.4 Port relief valves required for every function.

18.0 ENGINE

- 18.1 A suitable, easily maintainable diesel engine must be provided to drive the vehicle(s) and auxiliary systems at the required speed. Refer to Section 5.
- 18.2 Approval (sign off) of engine installation must be done by representatives of the engine manufacturer.

19.0 TRANSMISSION

- 19.1 A suitable, easily maintainable transmission must be provided to drive the vehicle(s) at both high and crawling speeds, continuously in both directions.
- 19.2 Approval (sign off) of transmission installation must be done by representatives of the transmission manufacturer.

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

20.0 FUEL SYSTEM

- 21.1 A fuel tank must be provided, having sufficient capacity for the vehicle operating range specified in clause 6.2 and driving the auxiliary systems. No diesel fumes may enter the passenger compartment.
- 21.2 Fuel filters suitable for the engine capacity, must be fitted.
- 21.3 A fuel / water separator, with warning light in the cab to alert the driver when the system needs draining, must be fitted in the fuel system.

22.0 WHEEL SETS

- 22.1 The distance between wheel flanges must be $988 \pm 2\text{mm}$.
- 22.2 The "tyre" profile of the wheels must be according to the latest drawing of wheel tread MTV.173, as shown in Appendix F.
- 22.3 The axles and wheels must be ultrasonically tested before assembly and test certificates must be submitted by the contractor. It shall be possible to positively associate individual certificates with particular wheelsets and axles.
- 22.4 The resistance between the wheels of an axle must not be greater than 0,05 ohms so as to operate the track circuits of the signalling system.

23.0 SUSPENSION

- 23.1 Suitable automatic suspension locking device(s) must be provided for stabilising the vehicle when the platform and / or crane or "cherry picker" are in use over their full operational range and capacity while the vehicle is standing / crawling on a track, even with a cant of 100mm. Locking of axles must be such that all wheels will stay in contact with the rails in the event of twist in the track.

24.0 BRAKES

- 24.1 The brake pneumatic system must be isolated from other pneumatic systems on the vehicle.
- 24.2 Service and emergency brake action must be provided on all wheels. Service brakes should be air-operated to give a brake efficiency of not less than 12,5%G. The emergency brake should be able to give a brake efficiency of not less than 6,5%G.
- 24.3 A system must be provided to charge the vehicle's air-brake system from a towing vehicle. The connector must match the standard Transnet equipment.
- 24.4 The mechanical parking brake must operate on all wheels and must be capable of holding the vehicle at an incline of at least 1:25.
- 24.5 The emergency brake must be controlled from the driver's panel, the control panel on the elevating platform and from the aerial basket / "cherry picker".

25.0 EXHAUST SYSTEM

- 25.1 The exhaust system must prevent recirculation.
- 25.2 The exhaust system must prevent fumes from entering the cab.
- 25.3 It must be possible to discharge exhaust gases at either end of the vehicle, close to ground

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

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level.

- 25.4 A system to condition the exhaust fumes to ensure a healthy and safe environment for staff, when working under confined conditions (such as in tunnels), must be provided.

26.0 STORAGE AND TOOL BOXES

- 26.1 Two hatch type tool trays to be provided on elevating platform top, 500 x 300 x 200mm deep.
- 26.2 A lockable weatherproof cupboard manufactured from sheet metal, must be provided on the open deck of the vehicle. The cupboard will contain:
- 26.2.1 One box, 1 800mm long x 1 800mm wide x 300mm deep, to hold electrical conductors in roll diameters of between 1 600mm and 1 800mm (contact wire), 1 200mm and I 500mm (catenary wire) and between 800mm and 1 400mm for other conductors.
- 26.2.2 Eighteen boxes, each 300mm long x 300mm high x 750mm deep and four boxes, 900mm long x 300mm high x 750mm deep, of the pigeon hole type.
- 26.2.3 One box 1 800mm long x 300mm high x 750mm deep.
- 26.3 Secure storage space for the aerial basket (if supplied) must be provided on the deck of the vehicle for when the basket is not in use.
- 26.4 If required, storage space must be provided on one side to carry a 1000kg mast of dimensions 300mm x 500mm x 10 500mm long.

27.0 SAFETY COMPLIANCE

- 27.1 The vehicle must comply with the Machinery and Occupational Safety Act (Act 85 of 1993), as well as Transnet's safety instructions, where applicable.
- 27.2 Weatherproof safety notices indicating safe working loads, must be mounted on all the equipment where appropriate.
- 27.3 Safe operating instructions and daily inspections to be carried out by the driver of the vehicle before trips are undertaken, must be mounted on the inside of the cab.
- 27.4 Clear instructions regarding all precautions to be taken before the vehicle is towed, as well as maximum towing speed and distance, must be mounted in the cab.
- 27.5 All hydraulic equipment and movable sections must be fitted with mechanical locks, for use in travelling mode.

28.0 QUALITY ASSURANCE

- 28.1 All processes for the manufacture and assembly of the product components, must be subjected to a Quality Assurance System.
- 28.2 The tenderer will assume full responsibility for assuring that the products purchased, meet the requirements of Transnet for function and performance, including purchased products from sub-contractors.
- 28.3 The onus is on the manufacturer to prove the effectiveness of their system to Transnet.
- 28.4 SABS ISO 9000 to 9004 inclusive (SABS 0157 Parts 1 to 4) must be regarded as a guideline, where applicable.

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

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- 28.5 The manufacturer must provide a description of the system employed to ensure that the above requirements will be met.
- 28.6 The following must accompany the description:
 - 28.6.1 An organisational structure diagram highlighting the quality assurance function.
 - 28.6.2 All inspection sheets and checklists in use.
- 28.7 The manufacturer must give detailed clarification regarding the quality assurance system when required.
- 28.8 The manufacturer must allow Transnet officials to carry out random audits of the system, without any prior warning.
- 28.9 The tenderer must ensure accessibility to all sub-contractors for audit purposes.

29.0 PAINTING

- 29.1 The vehicle and all its equipment must be thoroughly treated against rust and painted to provide a pleasant working environment. Paint colours must be negotiated between the Contractor and the Client.
- 29.2 Mechanical locks on hydraulic equipment must be painted red.
- 29.3 Chevron boards must be mounted on both ends of vehicle.

30.0 FURTHER REQUIREMENTS

- 30.1 Flexible rail sweepers must be fitted at both ends of the vehicle. (See clause 5.10.)
- 30.2 A cow catcher must be fitted at both ends of the vehicle.
- 30.3 A marker bracket (for train tokens) must be fitted at each end of the vehicle.
- 30.4 An emergency back-up system must be supplied for use in the event of a total failure of the main power source.
 - 30.4.1 The back-up system must make it possible to retract all systems to allow towing.
- 30.5 A suitable Engineer's vice must be supplied and fitted somewhere in a suitable position on the vehicle.
- 30.6 Noise levels in the working area must be less than 85dB (A).

31.0 DOCUMENTATION

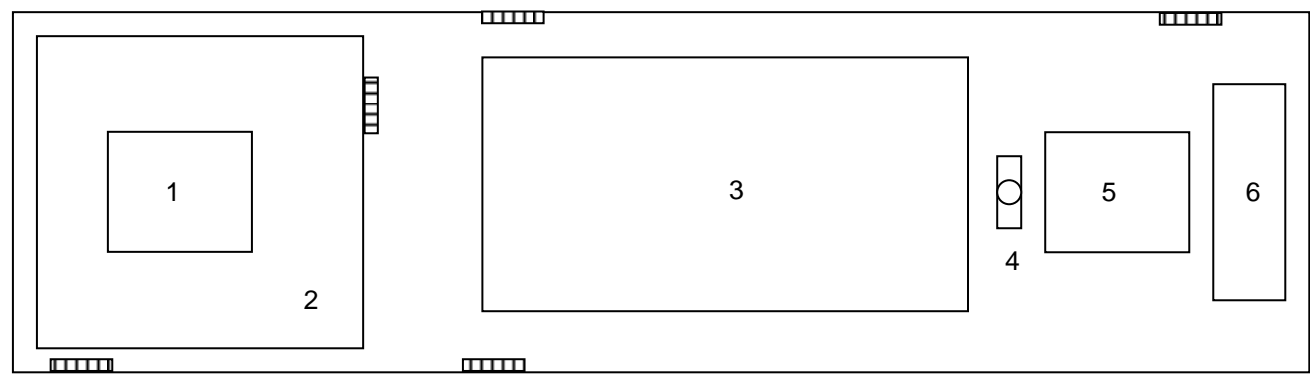
- 31.1 A complete maintenance manual and spare parts list must be available on the vehicle.
- 31.2 A complete operator's instruction manual must be available on the vehicle.

SCHEDULE OF REQUIREMENTS FOR MEDIUM O.H.T.E. MAINTENANCE VEHICLES

NOTE: The clause numbers in this schedule correspond with those of the preceding specification (i.e. Annexure 3).

Clause number	Description	Required
6.2	The operating range required:	600 km
6.3	The governing incline encountered:	1 : 40
6.3	The speed the vehicle must be able to maintain up the incline above:	50 km/h
7.0	Elevating Platform:	Yes
8.0	Hydraulic Crane:	No
8.3	The lifting capacity required (t.m):	N/A
9.0	Dual Purpose Crane:	Yes
9.3	The lifting capacity required of dual purpose crane (t.m):	7,5 t.m.
10.0	"Cherry Picker":	No
11.0	Catenary Support Mast:	Yes
12.0	Off-Tracking Equipment:	Yes
13.0	Air Supply for Pneumatic Tools:	Yes
14.0	High Pressure Washing Equipment:	Yes
14.5	High Pressure Hose length:	10 m
15.1	Number of persons seating accommodation is required for (6 minimum and driver included):	6
15.1	Number of the people specified above to be seated in the elevated inspection position:	2
27.4	Storage space for one mast:	No

APPENDIX A



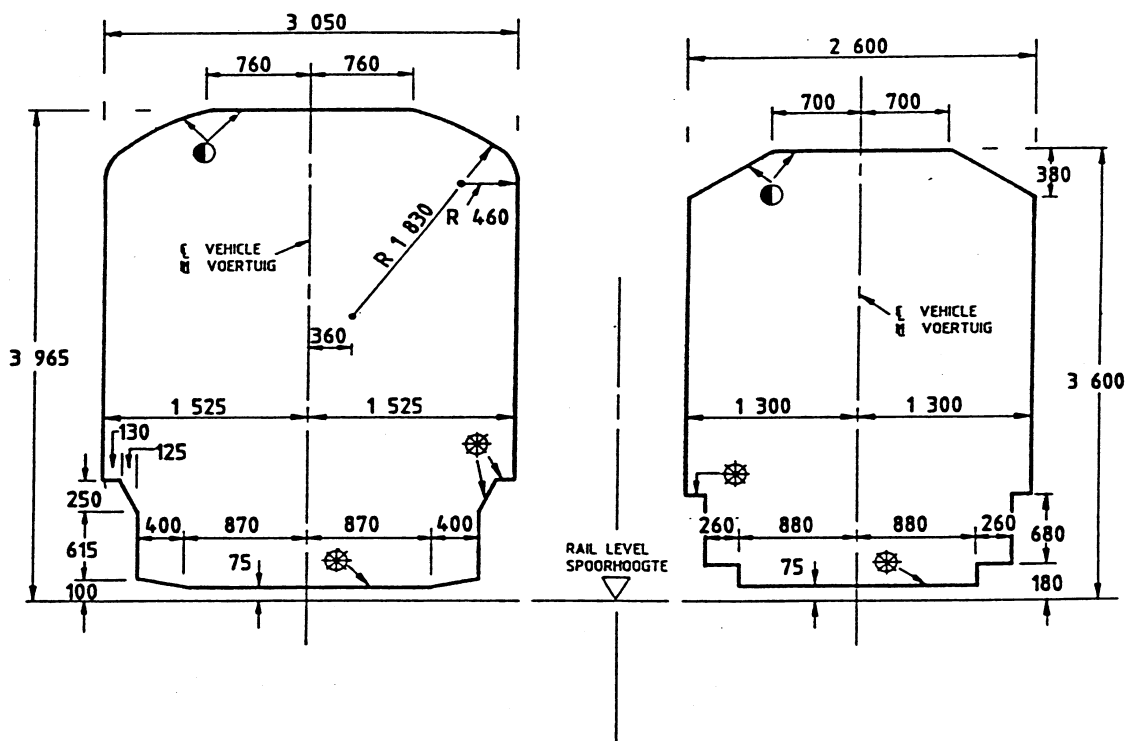
- 1 Earthing pantograph
- 2 Cab
- 3 Elevating platform
- 4 Catenary support mast
- 5 Measuring pantograph
- 6 Crane

 Door / gate

APPENDIX B

VEHICLE GAUGES — VOERTUIGPROFIELE

TRACK GAUGE 1 065 mm AND 610 mm
SPOORWYDTE EN



- WITHOUT LOAD AND WITH NEW TYRES, VEHICLE MUST NOT BE HIGHER THAN THIS OUTLINE.
SONDER VRAG EN MET NUWE WIELBANDE MOET VOERTUIG NIE HOER AS HIERDIE BUITELYN WEES NIE.
- ⊗ WITH FULL LOAD AND WORN TYRES, VEHICLE MUST NOT BE LOWER THAN THIS OUTLINE.
MET VOLLE VRAG EN GESLYTE WIELBANDE MOET VOERTUIG NIE LAER AS HIERDIE BUITELYN WEES NIE.

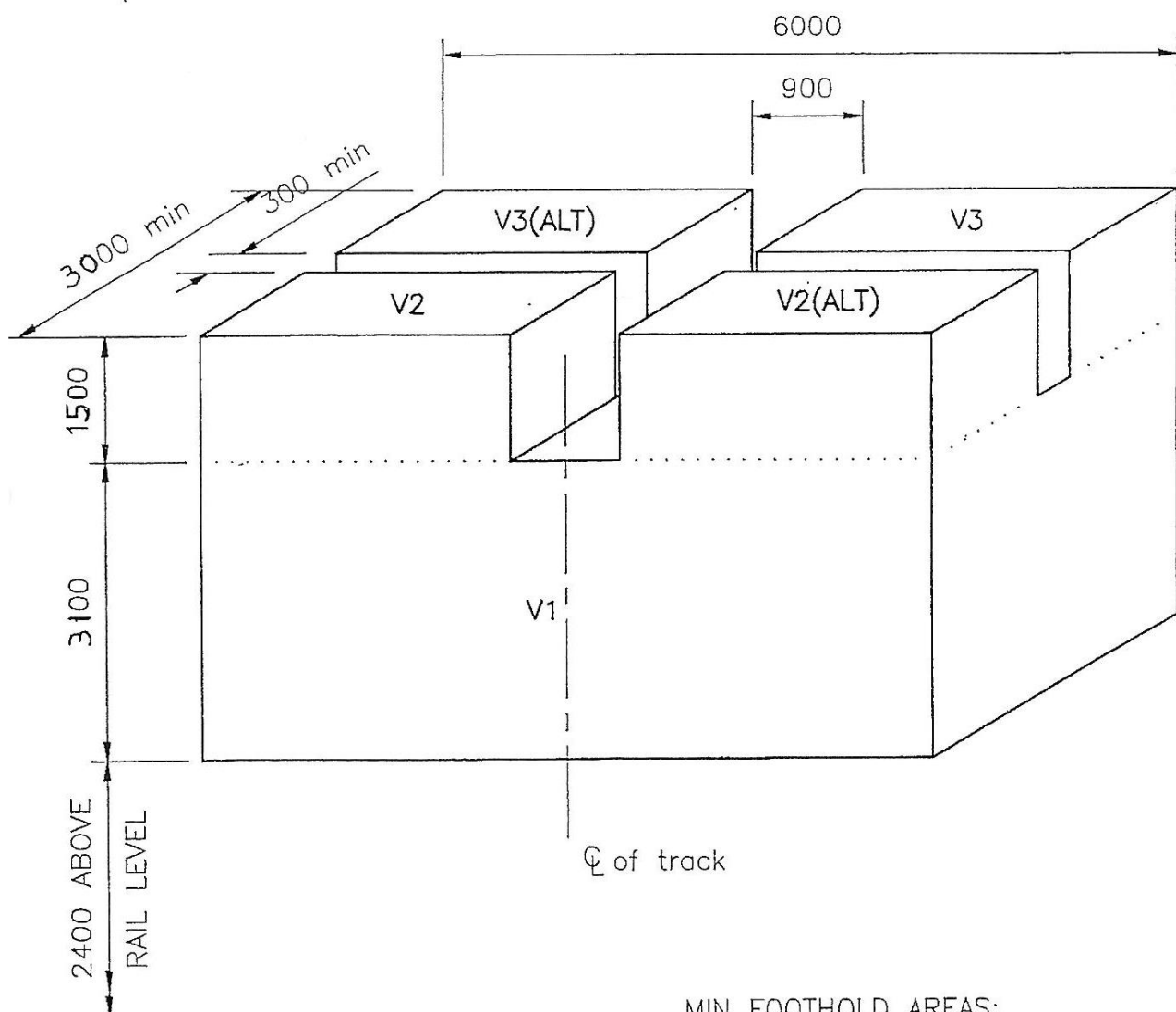
TRACK GAUGE 1 065 mm
SPOORWYDTE

TRACK GAUGE 610 mm
SPOORWYDTE

FILE/LEER 19/11/12/3
AHEND/MYSIG
BE 82-15

APPENDIX C

NOTE:
HEIGHTS SHOWN REFER
TO FOOTHOLD SURFACES



MIN FOOTHOLD AREAS:
VOLUME V1 = 3000min x 2300
VOLUME V2,V3 = 1000 x 600

APPENDIX D/1

From: MTV HEAD OFFICE

date: 15 August 1995

to: ELECTRIC'S HEAD OFFICE
Att.: Dawie Kruger & Jan Swiegers

Dear Sirs.

Interchangeability of crane and cherry picker

During previous discussions between MTV and ELECTRICS, MTV advised that both a crane and a "cherry picker" should be situated on the vehicle and that it should not be interchangeable. This recommendation was based on the MACHINERY AND OCCUPATIONAL SAFETY ACT OF 1985, regulation 18, paragraph 5 which reads as follows:

"The user shall cause the whole installation and all working parts of every lifting machine to be thoroughly examined and subjected to a performance test, as prescribed by the standard to which the lifting machine was manufactured, by a person who has knowledge and experience of the erection and maintenance of the type of lifting machine involved or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices, before they are put into use following every time they are dismantled and re-erected, and thereafter at intervals not exceeding 12 months: Provided that in the absence of such prescribed performance test the whole installation of the lifting machine shall be tested with 110% of the rated mass load, applied over the complete lifting range of such machine and in such manner that every part of the installation is stressed accordingly."

According to the above, a performance test (overload test), executed by a competent person, is required every time the cradle is interchanged with the hook. After discussing this issue with Larry Kloppenborg (Occupational Safety, Department of Labour), the following allowance was made:

The performance test may be omitted after the hook has been interchanged with the cradle or *vice versa* subject to:

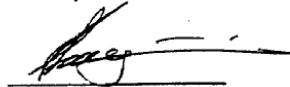
- The cradle and hook are connected to the rest of the hydraulic arm through a quick disconnect coupling.
- Connecting and disconnecting of the cradle or hook does not require any adjustment and/or alteration to the rest of the hydraulic system.
- The interchange is done by a competent person as described in regulation 18, paragraph 5 of the MACHINERY AND OCCUPATIONAL SAFETY ACT.

The above has not yet been confirmed in writing, but as soon as such a document is received, it will be forwarded to your office.

We regret such an amendment at this late stage, but sincerely hope that this aspect can still be renegotiated with the relevant tenderers for the Bloemfontein vehicle.

Due to the discussion with Mr Kloppenborg, the request for an interchangeable crane and cherry picker on the Empangeni vehicle, will be incorporated in the MTV specification.

Thank you



Stedrick Saayman
Engineer
MTV

APPENDIX D/2

Senioringénieur, Infrastruktuur (M.T.V.)
Privaatsak / Private bag X47, Johannesburg



Telefoon
Telephone (011) 773-2983
1995

Faksnommer
Fax number (011) 773-3002

Datum
Date 17 August,

Aan faksnommer
To fax number (011) 326-2549

Gerig aan
Addressed to Department of Labour - Occupational Safety

Vir aandag
For attention Larry Kloppenborg

Van
From Spoornet MTV

Getal bladsye insluitend hierdie bladsy
Number of pages including this page 2

Verwysing
Reference Phone call 15/08/95

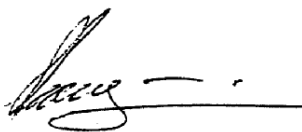
Boodskap
Message

HEADING: Interchangeable lifting equipment

Body Text

Attached please find a letter addressed to Electric's Head Office. This letter was drafted after a discussion between yourself and Mr A. Haasbroek. Would you please confirm, in writing, the omission of a performance test under the conditions stressed in the attached letter.

Thanking you in advance

A handwritten signature in black ink, appearing to read "Stedrick Saayman".

Stedrick Saayman
Engineer

APPENDIX D/3

REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF LABOUR
Chief Director: Occupational Safety
TEL: (011) 324-7407 Fax: (011) 324-0349



Department Building
con. Visagie and Beaman Streets
Private Bag X117
0001 Pretoria

TRANSNET LIMITED
SPOORNET: SENIOR ENGINEER
INFRASTRUCTURE (MTV)
PRIVATE BAG X47
JOHANNESBURG
2000

Navrac • Enquiries: L. Kloppenburg
Bylyn • Extension:
Verwysing • Refere: 44

34/2/6/2/18

25 August 1995

Attention: Mr S. Saayman

Fax: (011) 773 3002

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1995
LIFTING MACHINE INSPECTION AND TESTING**

Concerning your facsimile dated 17 August 1995 regarding confirmation of a discussion with your Mr A. Haasbroek, into the requirements for load testing of lifting machines.

The references made in your letter dated 15 August 1995 addressed to "ELECTRIC'S HEAD OFFICE" are in principle correct.

For clarity purposes, the OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 has a number of regulation groups attached to the Act. Of which, regulation 18 of the DRIVEN MACHINERY REGULATIONS addresses the use of Lifting Machines (cranes, cherry pickers et cetra). Sub-regulation 5 addresses the inspection and testing frequency of lifting machines and special inspection and testing occasions. The "dismantling and re-erection" referred too in the sub-regulation is applicable when the whole lifting machine is dismantled and re-erected.

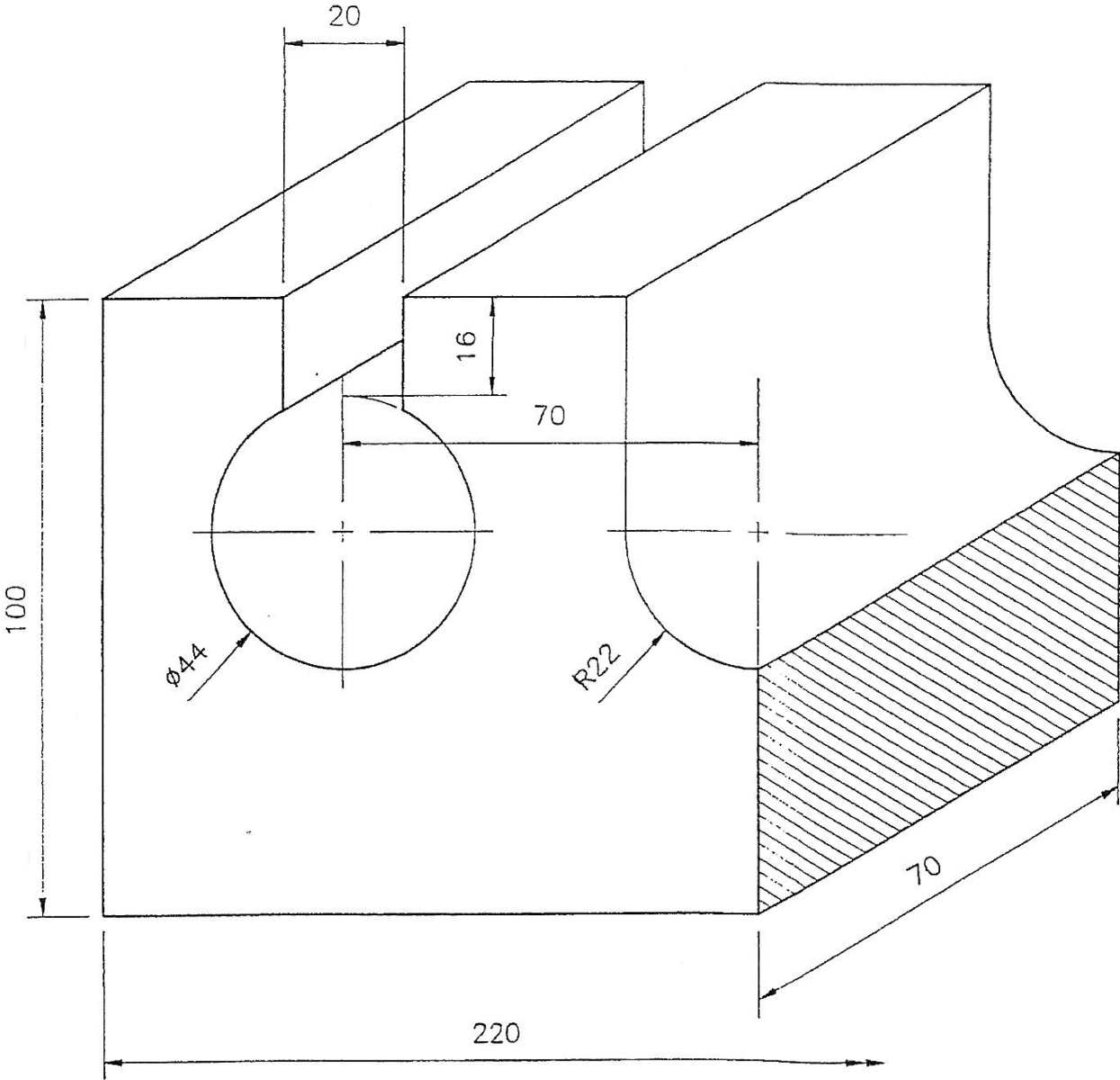
The connecting and disconnecting of lifting tackle (spreaders, cradles, attachment hooks et cetra) does not constitute the "dismantling and re-erection" of the lifting machine and therefore does not fall into the requirements of the Driven Machinery Regulation 18 (5).

Should you require any further assistance or information please contact the writer.

Your faithfully

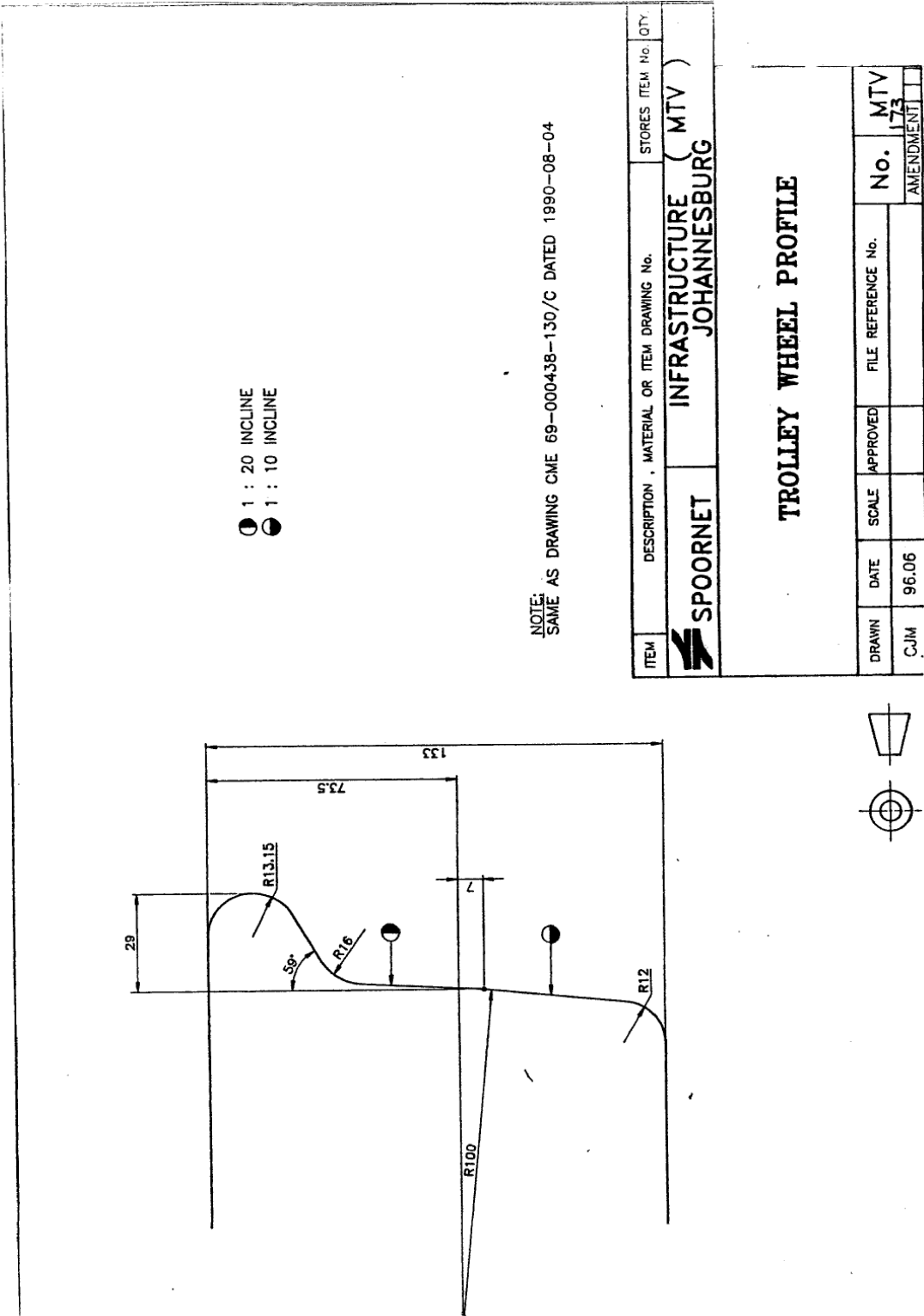
For Chief Inspector

APPENDIX E



DESIRED SHAPE OF NOTCHES

APPENDIX F



SECTION	CONTENTS
1.0	SCOPE
2.0	REFERENCES
3.0	TENDERING PROCEDURE
4.0	SERVICE CONDITIONS
5.0	TECHNICAL REQUIREMENTS

1.0 SCOPE

- 1.1 This specification covers the Electrical requirements for a hired, heavy class self-propelled on-track inspection and maintenance vehicle, to be used on overhead electrical equipment of both 3kV DC and 25kV AC.

3.0 TENDERING PROCEDURE

- 3.1 No changes may be made to the text of this specification as issued, including its Appendice/s and (possible) Addendum/s.
- 3.2 Tenderers shall indicate compliance with the specification on a clause-by-clause basis. This shall take the form of a separate typewritten document listing all the specification clause numbers, against which the individual statements of compliance or non-compliance must be indicated. This separate document may be used by Tenderers to elaborate on their response to a clause.
- 3.3 Any statement of non-compliance shall be motivated by the Tenderer.
- 3.4 Tenderers may offer alternatives which they deem as viable, to the equipment specified in this specification. Alternative offers must be clearly marked as such. The consideration and / or acceptance of any alternative offer will be at the discretion of Spoornet.

4.0 SERVICE CONDITIONS

The vehicle will be required to operate under the following environmental conditions:

- 4.1 Altitude: 0 - 1800m above sea level.
- 4.2 Ambient temperature: Minus 5 degrees Celsius to plus 45 degrees Celsius.
- 4.3 Relative humidity: 10 percent to 90 percent.
- 4.4 Lightning conditions: 11 flashes per square km per annum.
- 4.5 Contact wire heights: 4,2m to 6,2m above rail level.

5.0 TECHNICAL REQUIREMENTS

5.1 VEHICLE ELECTRICAL SYSTEM:

- 5.1.1 The vehicle battery shall be mounted in a well-ventilated housing. (Not inside the cab.)

5.2 ELECTRICAL POWER REQUIREMENTS:

- 5.2.1 A 50Hz supply of 220V AC with a minimum capacity of 6,5kVA shall be provided.
- 5.2.2 Two 220V, 50Hz watertight welding socket outlets, each with a 30 Amp capacity, shall be provided, one on each side of the vehicle deck. (Only one in use at any one time.)
- 5.2.3 Two 220V, 50Hz socket outlets with a total capacity of 20Amp, shall be installed in a suitable position inside the cab.
- 5.2.4 For the purpose of operating small power tools, one 220V, 50Hz watertight socket outlet, with a capacity of 20 Amp, shall be installed on each working platform of the vehicle including the aerial

basket / "cherry picker", as well as one at the crane end of the vehicle. (Only one in use at any one time.)

- 5.2.5 For the purpose of operating hand held leadlights, one 24V DC watertight socket outlet with a capacity of 5 Amp, shall be provided on each working platform and in the aerial basket / "cherry picker".

5.3 LIGHTING:

- 5.3.1 For the purpose of general night and tunnel work, two separately switched, weatherproof high pressure sodium floodlights, each rated at 70 Watt, shall be mounted as high as possible in the side handrails of the main elevating platform and aimed upwards (adjustable) to illuminate the overhead track equipment. Lenses of luminaires to be manufactured from clear polycarbonate or similar tough and shatter-proof material. Mounting must be on opposite sides of the platform and shall not cause an obstruction to staff working on the platform. Glare shall be reduced to a minimum.
- 5.3.2 One separately switched, weatherproof high pressure sodium floodlight rated at 70 Watt, shall be mounted as high as possible in the handrails of each working platform of the vehicle other than the main elevating platform and aimed upwards (adjustable) to illuminate the area above the platform. Lenses of luminaires to be manufactured from clear polycarbonate or similar tough and shatter-proof material. Mounting shall not cause an obstruction to staff working on the platform/s. Glare shall be reduced to a minimum.
- 5.3.3 Four 24V headlights for night driving (minimum 75 Watt Halogen) shall be mounted on the vehicle, two at each end. Pairs of headlights (front and rear) shall be switched separately. Pairs of headlights shall have a dipping facility, e.g. the driver must be able to select "high" or "low" beam as required.
- 5.3.4 Four 24V red tail-lights shall be mounted on the vehicle, two at each end.
- 5.3.5 The head- and tail lights of the vehicle shall be switched in such a way that, whichever pair of headlights is selected by the driver, will automatically cause the pair of tail-lights on the opposite end of the vehicle to light up.
- 5.3.6 One 24V spotlight (55 Watt Halogen) shall be provided on the cab. It shall be in such a position that it can be aimed at the measuring pantograph from inside the cab. The spotlight shall be separately switched, shall be fully adjustable and shall be capable of swivelling through 360 degrees.
- 5.3.7 At least two fully-enclosed fluorescent luminaires (cab lights) with an adequate light output, shall be mounted on the inside of the cab roof of the vehicle. These lights shall be separately switched.

5.4 EARTHING PANTOGRAPHS

- 5.4.1 The vehicle shall be equipped with two earthing pantographs. The pan of the pantograph at the non-cab end shall be mounted directly above a set of rail wheels or the centre of a bogie, to double as basic measuring pantograph. The other pantograph shall be mounted at the opposite (cab) end of the vehicle, preferably also above a set of rail wheels. They will only be activated when the vehicle is in crawling mode, i.e. at speeds varying between 0 and 10km/h.
- 5.4.1.1 Single-arm pantographs similar to those used on locomotives, are preferred. They must be calibrated to exert an upward force of $80N \pm 10\%$ on the contact wire. This force shall stay constant throughout the range of contact wire heights (see clause 4.5) and shall also not vary by more than 10% during sloping up or down of the contact wire when the vehicle is travelling at a speed of up to 15km/h.
- 5.4.2 Both pantographs on the vehicle must be provided with both curved carbon (AC) pans as well as straight copper (DC) pans. Suitable storage space or brackets must be provided to allow the 2 pans not in use at a particular moment, to be securely carried on the vehicle at all times. The respective mass of the 2 types of pans must be equalised by attaching extra weights to the pans with lower mass (normally the AC pans), thus avoiding the need to adjust the pantograph tension springs each time the pans are exchanged.
- 5.4.3 Both the AC and DC pans of the basic measuring / earthing pantograph must be provided with a suitable scale on one side, so that contact wire stagger up to 500mm to the left or right of vehicle centre line, can be read off directly. (Vehicle centre line must also be track centre line on tangent track). The scales must have clear graduations every 10mm with figures every 100mm, arranged around a centre zero, i.e. 5-4-3-2-1-0-1-2-3-4-5. They must be legible from the elevating platform or cherry picker cradle. Black lettering on a white background is preferred.
- 5.4.4 The basic measuring / earthing pantograph must also be provided with a mechanical pointer to indicate contact wire height above rail. It must have clear graduations every 10mm over the full range of contact wire heights stipulated in clause 3.0, with figures every 100mm (e.g. 42-43-44-.....60-61-62) and red marks at 4,22m, 4,5m and 6,0m. It must be legible from the elevating platform or cherry picker cradle. Alternatively a digital height display may be provided for alternate use on the elevating platform and crane cradle.
- 5.4.5 Both the earthing pantograph frames shall be mounted directly onto the vehicle chassis (without insulation) and the current collectors must be connected directly to vehicle chassis via flexible copper cables / braiding with a total cross-sectional area of at least 70mm².
- 5.4.6 In the event of engine or system failure, spring pressure shall cause the earthing pantographs to stay up against the contact wire if they were up at the instant of failure. A lock-down system to ensure safe travelling under live Overhead conductors, shall be provided if necessary.
- 5.4.7 The two earthing pantographs shall be separately controlled from the driver's position by means of spring-loaded key switches and pushbutton switches. The earthing pantographs must only be activated by using two hands simultaneously to operate these switches. Dropping the earthing pantographs, shall require a similar two-hand operation. It shall only be possible to remove the key from the key switch in the centre-OFF position.
- 5.4.8 A manual override facility which is lockable in the OFF position by means of a removable key, must be provided at the driver's position of the vehicle, so that the elevating platform, cherry picker and catenary support mast may be operated without the earthing pantographs being in contact with the contact wire, for special conditions or operations.
- 5.4.9 The maximum height of both the earthing pantographs shall not exceed 3,965m above rail level when fully lowered.

- 5.4.10 An air-pipeline connection from the vehicle auxiliary system shall be provided for raising and lowering the pantograph.

5.5 WARNING DEVICES

- 5.5.1 An amber revolving light shall be mounted on the cab roof or other suitable position on the vehicle and shall be visible from all sides.
- 5.5.2 A suitable warning horn which shall be clearly audible at 300 metres, shall be provided. The air-horn type used on Spoornet's electrical locomotives, is preferred.
- 5.5.3 A suitable siren must also be provided, to warn staff against approaching trains.

5.6 VEHICLE EARTHING

- 5.6.1 The vehicle chassis shall be earthed to the rail by means of flexible copper cables with a total cross-sectional area of at least 70 square mm, which shall be connected to sturdy earth brushes on two of the vehicle axles, but not on the same bogie. These brushes must have at least the same current carrying capacity as the copper cables.
- 5.6.2 Cab, elevating platform/s, catenary support mast and crane/"cherry picker", shall have flexible copper cables with a total cross-sectional area of at least 70 square mm connected across all hinges and joints in the frames and down to vehicle chassis.
- 5.6.3 A connection point for portable earthing cables must be provided in a suitable position on the elevating platform or "cherry picker" cradle. This facility shall consist of a 200mm length of approximately 50mm X 10mm unpainted copper bar, provided with two Ø14mm holes for clamping or bolting of earth cables. This connection point must make solid electrical contact with the platform or cradle framework. A flexible copper cable of at least 70 square mm shall be connected between this point and vehicle chassis.
- 5.6.4 All earthing connections must be made between clean metal surfaces. Vibration-resistant fasteners must be used wherever possible. A suitable jointing compound to prevent oxidation and ingress of moisture, must be applied in all earthing joints.

END

PART 4: AFFECTED PROPERTY

"Affected Property" is property which

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

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

1. Description of the Affected Property and its surroundings

1.1. General description

The contract area will be all track owned, or maintained, by Transnet Freight Rail for the North Corridor. The Contractor may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas. The railway tracks are located in areas of varying horizontal and vertical dimensions of the land surface. In some areas, tracks fall in deep cuttings as well as in high embankments.

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

There are fixed assets that are situated alongside the linear state of the railway infrastructure. These structures are but not limited to, bridges, platforms, culverts and track side components. The Contractor shall ensure that all the works being carried out does not deform the existing structures.

1.3. Hidden services

There are underground services that were previously erected and the as-built data to locate such services will be utilised. There are situations where the as-built data cannot be traced and, in such situations, activities must be carried out with caution. During the execution phases of the project, there is a possibility of disruption of such hidden services. These services include conduits (oil, water and sewage), electrical cables and any other structure that may be present. The employer shall inform the contractor through a baseline risk assessment of any possibilities in anticipation.

1.4. Other reports and publicly available information

The Employer will also provide maps and locations as and when required.

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.



TRANSNET



(REGISTRATION NO.1990/000900/30)

**TRADING AS
TRANSNET FREIGHT RAIL**

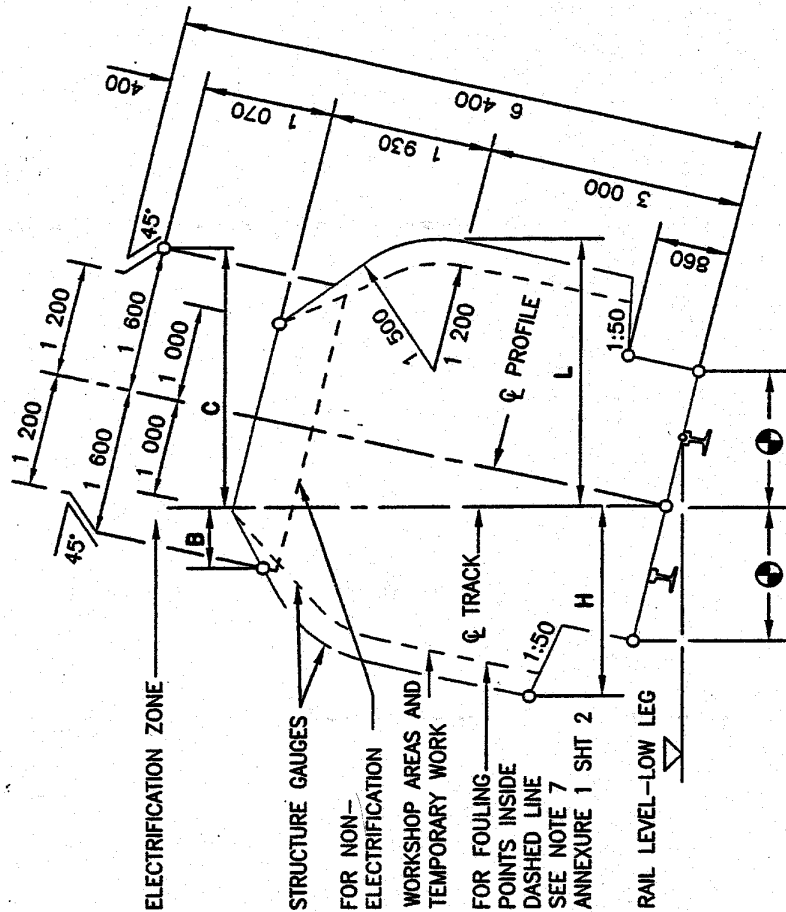
**ADDENDUM NO. 1
TO THE
SECONDARY AND GENERAL SPECIFICATIONS
OF THE CONTRACT**

- 1) Where ever the word "South African Transport Services" or "Spoornet" appears in these specifications, please replace it with "Transnet Freight Rail".
- 2) Where ever the words "Technical Officer" appear in these specifications, please replace with "Supervisor".



ANNEXURE 1
SHEET 1 of 5
AMENDMENT

HORIZONTAL CLEARANCES :
1 065mm TRACK GAUGE



RADIUS (m)	WITH CANT		NO CANT		WITH CANT	
	H (mm)	L (mm)	H & L		B (mm)	C (mm)
90	2 730	3 090	2 780		1 130	2 100
100	2 700	3 030	2 750		1 140	2 050
120	2 650	2 970	2 700		1 160	2 010
140	2 620	2 920	2 660		1 175	1 990
170	2 590	2 870	2 630		1 190	1 970
200	2 570	2 820	2 600		1 205	1 950
250	2 550	2 790	2 580		1 230	1 920
300	2 540	2 760	2 560		1 250	1 900
350	2 530	2 730	2 540		1 270	1 890
400	2 520	2 710	2 530		1 290	1 875
500	2 510	2 680	2 520		1 320	1 850
600	2 500	2 660	2 510		1 340	1 830
800	2 490	2 620	2 500		1 365	1 790
1 000	2 480	2 600	2 490		1 380	1 760
1 200	2 480	2 580	2 490		1 200	1 730
1 500	2 480	2 550	2 480		1 415	1 700
2 000	2 480	2 500	2 480		1 440	1 660
3 000	2 470	2 470	2 470		1 500	1 600
>5 000	2 460	2 460	2 460		1 600	1 600

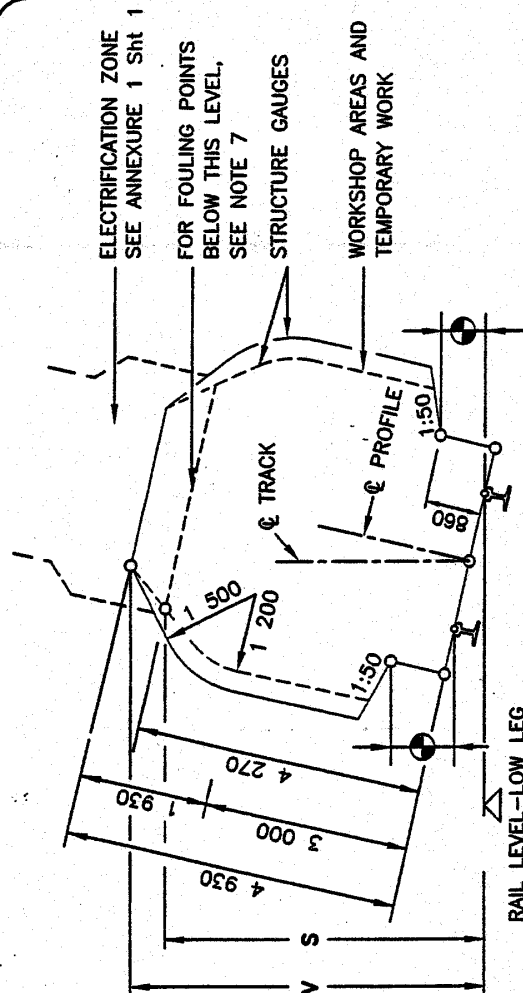
REMARKS:

1. H AND B IS THE REQUIRED HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
2. L AND C IS THE REQUIRED HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR WORKSHOP AREAS AND TEMPORARY WORK, CLEARANCES H AND L MAY BE REDUCED BY 300mm.
5. SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.
6. ALSO REFER TO REMARKS 4 TO 8 OF ANNEXURE 1 SHEET 2.



ANNEXURE 1
SHEET 2 of 5
AMENDMENT

VERTICAL CLEARANCES :
1 065mm TRACK GAUGE



LOCATION	RADIUS (mm)	NOT ELECTRIFIED S (mm)	ELECTRIFIED (PRESENT OR FUTURE)	
			3kV & 25kV	50kV
ALL AREAS OTHER THAN THOSE INDICATED BY * BELOW	100	4 470	V (mm) 5 050	V (mm) 5 400
	300	4 410	5 020	5 370
	600	4 370	5 000	5 350
	1 000	4 350	4 990	5 340
	1 500	4 310	4 960	5 310
	2 000	4 290	4 940	5 290
* OVER OR NEAR POINTS AND CROSSING IF REQUIRED BY ELECTRICAL IRRESPECTIVE OF RADIUS	>3 000	4 270	4 930	5 280
			5 650	6 000

REMARKS:

1. V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
2. S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR APPLICATION AT CURVES
 - 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 3m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - 4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - 4.3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 15m ALONG STRAIGHTS.
5. NEW STRUCTURES: SEE BRIDGE CODE.
6. TUNNELS: SEE DRAWING BE 82-35.
7. FOULING POINTS: SEE CLAUSE 8.1.
8. CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21.2m VEHICLE BODY LENGTH.
9. SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23005CIDB (HOAC-HO-41525)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OVERHEAD TRACK EQUIPMENT HEAVY MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.

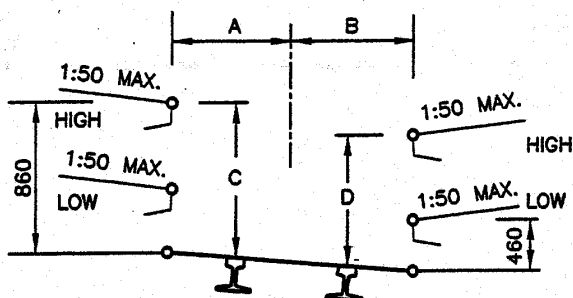


ANNEXURE 1
SHEET 3 of 5
AMENDMENT

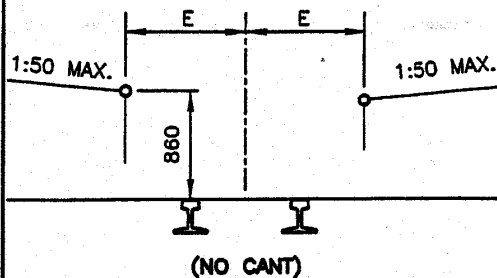
CLEARANCES : PLATFORMS

PLATFORMS : TRACK GAUGE 1 065mm

PASSENGERS



GOODS

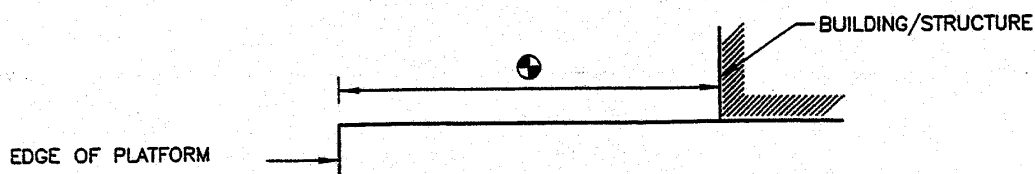


RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	830	1 620
350	1 520	1 560	880	830	1 600
400	1 520	1 550	880	840	1 590
500	1 520	1 540	880	850	1 580
600	1 520	1 530	870	850	1 570
800	1 520	1 520	860	860	1 560
1 200	1 520	1 520	860	860	1 550
2 000	1 520	1 520	860	860	1 540
3 000	1 520	1 520	860	860	1 530
STRAIGHT	1 520	1 520	860	860	1 520

REMARKS:

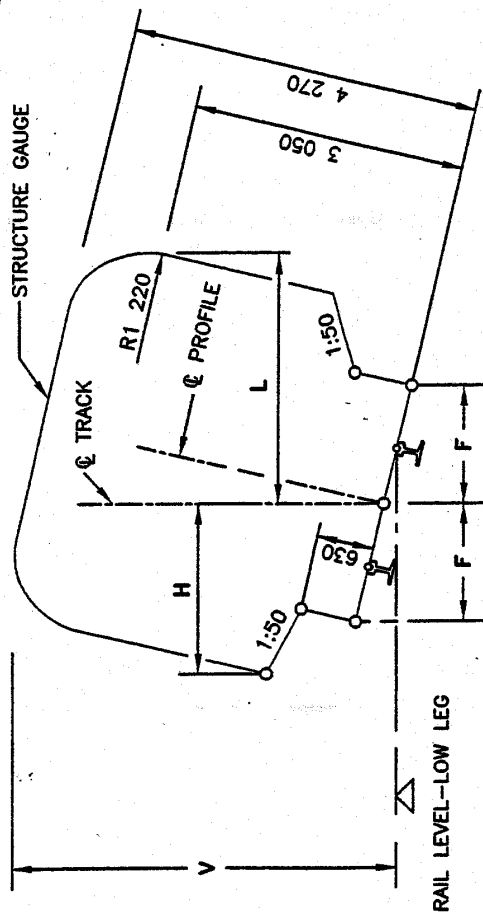
1. NO CANT TO BE APPLIED EXCEPT WHEN THE GOODS PLATFORM IS ON A RUNNING LINE.
2. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
3. 8m TO MAIN STATION-BUILDINGS AND 3m TO ALL OTHER STRUCTURES.
4. TOLERANCES : SEE CLAUSE 8.0.10.

STRUCTURES ON PLATFORMS : 1 065mm AND 610mm TRACK GAUGE



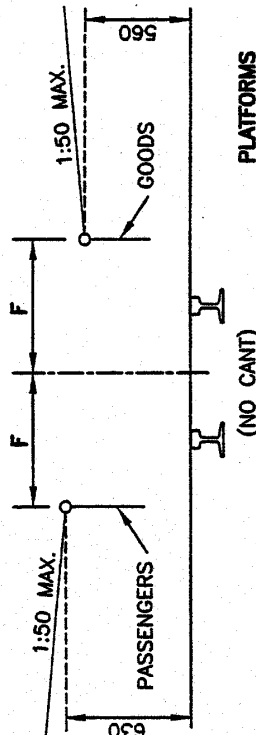
ANNEXURE 1
SHEET 5 of 5
AMENDMENT

CLEARANCES : 610mm TRACK GAUGE



RADIUS (m)	F (mm)
50	1 550
60	1 510
80	1 460
100	1 430
120	1 410
140	1 390
170	1 380
200	1 370
250	1 360
300	1 350
600	1 330
1 000	1 320
>2 000	1 320
STRAIGHT	1 310

CLEARANCES



PLATFORMS

REMARKS:

1. H IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
2. L IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
3. V IS THE MINIMUM VERTICAL CLEARANCE.
4. FOR APPLICATION AT CURVES:
 - 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 2m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - 4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - 4.3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 18m ALONG STRAIGHTS.
5. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
6. ALSO REFER TO REMARKS 5, 6 AND 7 OF ANNEXURE 1 SHEET 2.
7. CLEARANCES ARE BASED ON 9 700mm BOGIE CENTRES AND 13 700mm VEHICLE BODY LENGTH.
8. SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS.

MANDATORY AGREEMENT

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

AGREEMENT WITH MANDATORY

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

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

Transnet SOC Ltd

(Hereinafter referred to as the Employer)

AND

(Hereinafter referred to as Mandatory (Principal Contractor))

Compensation Fund Number :

Project Name :

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28. HEADING

PREAMBLE

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

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

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

NOW THEREFORE the parties agree as follows;

1. DEFINITIONS

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

- 1.1 **"Act"** means the Occupational Health and Safety Act No 85 of 1993;
- 1.2 **"Agreement"** means this Mandatory agreement;
- 1.3 **"Contractor "** means the Mandatory;
- 1.4 **"COID Act"** means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.5 **"Effective Date"** means the date of signature of this Agreement by the last party signing hereto;
- 1.6 **"Employer"** refers to TRANSNET SOC LTD;
- 1.7 **"Mandatory"** means an agent, Contractor or sub-contractor for work, but without derogating from the status in his own right as an employer or user;
- 1.8 **"Parties"** means TRANSNET SOC LTD and the Contractor, and **"Party"** shall mean either one of them, as the context indicates;
- 1.9 **"Principal Contract"** means the appointed contractor whereby such contractor has to provide goods and or services to TRANSNET SOC LTD.
- 1.10 **"Regulations"** means regulations promulgated in terms of the relevant legislation.
- 1.11 **"Section"** means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.12 **"Services"** means the services to be provided by the Contractor to TRANSNET SOC LTD.
- 1.13 **"TRANSNET SOC LTD"** means Transnet Group and all its operating divisions and Specialist units with (Registration No. **1990/000900/06**), a public company incorporated in accordance with the company laws of the Republic of South Africa;

2. INTERPRETATION

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

3. REPORTING

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

4. WARRANTY OF COMPLIANCE

- 4.1 In terms of this Agreement the Mandatary warrants that he agrees to any of the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 4.2 The Mandatary further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said Agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 4.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his activities and that of his employees.

5. APPOINTMENTS AND TRAINING

- 5.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Mandatary shall immediately be provided to the Employer.
- 5.2 The Mandatary shall further ensure that all his employees are trained on the health and safety aspects relating to the work to be done on the premises of the Employer and that they understand the hazards associated with such work being carried out on the premises.

Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

- 5.3 Notwithstanding the provisions of the above, the Mandatary shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. SUPERVISION, DISCIPLINE AND REPORTING

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

7. ACCESS TO THE OHS ACT

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

8. COOPERATION

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

9. WORK PROCEDURES

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

10. HEALTH AND SAFETY MEETINGS

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

11. COMPENSATION REGISTRATION

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

12. MEDICAL EXAMINATIONS

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

13. INCIDENT REPORTING AND INVESTIGATION

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

14. SUBCONTRACTORS

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

15. SECURITY AND ACCESS

- 15.1 The Mandatary and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatary shall ensure that

employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.

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

16. FIRE PRECAUTIONS AND FACILITIES

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

17. ABLUTION FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. NO NUISANCE

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

20. INTOXICATION NOT ALLOWED

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

21. PERSONAL PROTECTIVE EQUIPMENT

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

Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

22. PLANT, MACHINERY AND EQUIPMENT

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

23. NO USAGE OF THE EMPLOYER'S EQUIPMENT

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

24. TRANSPORT

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

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON COMPLIANCE WITH THE AGREEMENT

- 27.1 If the Mandatory fails to comply with any provisions of this Agreement, the Employer shall be entitled to give the mandatory 7 (seven) days written notice to remedy such non-compliance and if the Mandatory fails to comply with such notice, then the Employer shall

forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the mandatory may have in law,

271.1 to suspend the main Agreement; or

27.1.2 To claim immediate performance and/or payment of such obligations.

27.2 Should mandatory continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

29. HEADINGS

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

Thus done and signed

at _____ on the _____ day of _____ 201__

For and on behalf of the Employer

Witnesses:

1. _____

2. _____

at _____ on the _____ day of _____ 201__

for and on behalf of the Mandatary

Witnesses:

3. _____

4. _____

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2023 to 31 March 2024 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

Provincial & Government: any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

Insured Contracts : All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000

- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000

R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided :	Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:</p> <ul style="list-style-type: none"> a) Contracts which at award stage have a value in excess of R 1,000,000,000. b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period). c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months. d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured. e) Contracts in or on any aircraft. f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and

offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance

- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- Contracts in or on any aircraft.
- Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity -

*R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Policy Extension
Limits Of Indemnity:**

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.

- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Dennis Govender



Chief Broking Officer