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## **Transnet Property**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR QUOTATION (RFQ)**

**FOR THE: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.**

<b>RFQ NUMBER</b>	<b>: TP/2022/04/0013/Rfq</b>
<b>ISSUE DATE</b>	<b>: 19 May 2022</b>
<b>COMPULSORY BRIEFING</b>	<b>: N/A</b>
<b>CLOSING DATE</b>	<b>: 10 June 2022</b>
<b>CLOSING TIME</b>	<b>: 14h00 pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>TP/2022/04/0013/RFQ</b>	CLOSING DATE:	<b>10 June 2022</b>	CLOSING TIME:	<b>14H00</b>
DESCRIPTION	<b>Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.</b>				
<b>BID RESPONSE DOCUME SUBMISSION</b>					
<p>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.</p> <p><b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</b></p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>▪ Log on to the Transnet eTenders management platform website (<a href="https://www.transnet.net">https://www.transnet.net</a>);</li> <li>▪ Click on "TENDERS";</li> <li>▪ Scroll towards the bottom right hand side of the page;</li> <li>▪ Click on "register on our new eTender Portal";</li> <li>▪ Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>▪ Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>▪ Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> <li>▪ Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> </ul> <p>Submit bid documents by uploading them into the system against each tender selected.</p>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Procurement Officer</b>		CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:TPProcurement@transnet.net">TPProcurement@transnet.net</a>		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>	

### PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

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**PREQUALIFICATION CRITERIA - ONLY RESPONDENTS FALLING IN THE FOLLOWING CATEGORIES MAY RESPOND TO THIS RFP:**

- Submit proof of valid CIDB Minimum Grade 3GB.
- Submit valid letter of Good Standing for Compensation of Occupational Injuries and Diseases Act (COIDA) from department of Labour or its agencies
- Submit recently certified proof of the Electrician registrations as an Installation Electrician (IE) with Department of Labour and Employment. **(This can be subcontracted) (If subcontracting, the signed subcontracting agreement should be submitted)**
- Recently Certified Proof of registration as an electrical contractor with Department of Labour **(This can be subcontracted) (If subcontracting, the signed subcontracting agreement should be submitted)**
- Submit recently certified copy of Trade Test Certification (Red Seal) for the Plumbing Artisan
- C1.1: Fully Completed Offer portion of Form of Offer & Acceptance.
- C2. Fully Completed Pricing Data (C2.2 Price List, C2.3 Labour Rates).

**Notes:**

- 1. FAILURE TO SUBMIT ANY OR ALL OF THE ABOVE MANDATORY RETURNABLE DOCUMENTS BY THE CLOSING DATE OF THE TENDER, MAY LEAD TO DISQUALIFICATION FROM THIS TENDER PROCESS.**
- 2. ALL CERTIFIED COPIES MUST NOT BE OLDER THAN 3 MONTHS FROM THE CLOSING DATE OF THIS TENDER.**

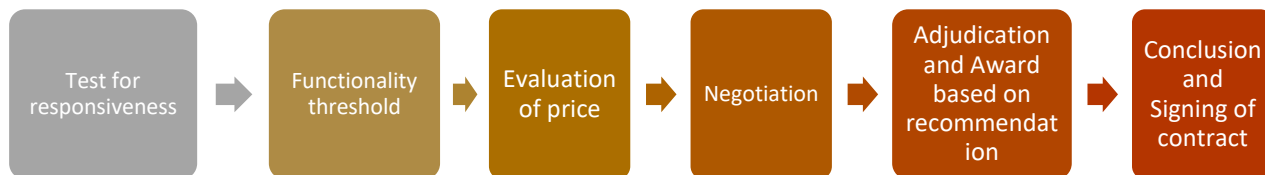
Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

## EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:



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

### 1.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	

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

### 1.2 STAGE TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	
<ul style="list-style-type: none"> <li>Verify the validity of all the returnable documents.</li> </ul>	

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

Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

### 1.3 STAGE THREE: Minimum Threshold 80% for Technical Criteria

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

Technical Criteria	% Weightings
Management and CV's of key persons:	20
Company Previous Experience	20
Quality Plan	20
Risk Assessment	20
Method Statement:	20
<b>Total Weighting:</b>	<b>100%</b>
<b>Minimum qualifying score required:</b>	<b>80</b>

***The test for substantive responsiveness [Stage Three] must be passed for a Respondent's Proposal to progress to Stage Three for further evaluation***

### 1.4 STAGE FOUR Evaluation and Final Weighted Scoring

a) **Price and BBBEE Criteria** [Weighted score 80/20 points]:

Evaluation Criteria	% Weightings
• Price	80
• BBBEE	20
<b>Total</b>	<b>100</b>

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.
<b>TENDER FEE AND BANKING DETAILS</b>	<p><b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and Transnet website at <a href="http://www.transnet.net">www.transnet.net</a> FREE OF CHARGE.</b> Alternatively, this RFQ may be purchased at R0 [inclusive of VAT] for copies for those Tenderers that require a copy from Transnet rather than downloading from the website. Tenderers are however encouraged to download the RFQ from the National Treasury eTender Portal instead.</p> <p><b>NOTE:</b></p> <p><b>1.</b> It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFQ all specifications, drawings and annexures.</p>

<b>COLLECT COPY OF THE RFQ FROM:</b>	<p><b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and Transnet website at <a href="http://www.transnet.net">www.transnet.net</a> FREE OF CHARGE.</b></p> <p>NB: All enquiries to this tender, including the request for a tender copy, must be directed to the correct contact provided.</p> <p>Note: The RFQ is also advertised on CIDB website.</p>
<b>ISSUE DATE</b>	<p>The RFQ issue date is 2022/05/19.</p> <p>Note: If a tender fee is applicable, payment must be effected prior to the deadline for collection.</p>
<b>SITE VISIT / INSPECTION</b>	<p>There will be no Compulsory Tender Clarification Meeting conducted for this enquiry. For any Clarification on this tender, tenderers are encouraged to send a written enquiry to the Transnet contact person listed below; <a href="mailto:risben.khoza@transnet.net">risben.khoza@transnet.net</a>, cut-off date is the 27/05/2022.</p>



	<b>A Site visit/walk, tenderers are to note:</b> <ul style="list-style-type: none"> <li>• Prior arrangement must made for any site visit with Transnet and permission must be granted before the tenderers can come to Transnet facility.</li> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo and follow COVID-19 regulations and screening.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates.</li> </ul>
<b>CLOSING DATE</b>	<b>12:00pm on (2022/06/10)</b> Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.

## 2. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFQ No: TP/2022/04/0013/RFQ

Description Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' basis for Taxido Junction and other asserts in the Vaal area for a Period of 12 Months.

Closing date and time: 10 June 2022 at 14:00

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

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

### 3. DELIVERY INSTRUCTIONS FOR TENDER

#### 3.1 Delivery by hand

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

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

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

Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);

Click on "TENDERS";

Scroll towards the bottom right hand side of the page;

Click on "register on our new eTender Portal";

Click on "ADVERTISED TENDERS" to view advertised tenders;

Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);

Click on "SIGN IN/REGISTER" - to sign in if already registered;

Toggle (click to switch) the "Log an Intent" button to submit a bid;

Submit bid documents by uploading them into the system against each tender selected.

3.3 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.

3.4 Submissions must not contain documents relating to any Tender other than that shown on the submission.

#### 4. **CONFIDENTIALITY**

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

#### 5. **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:

- 5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 5.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 5.4. 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;
- 5.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 5.7. 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;
- 5.8. 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);

- 5.9. 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.
  - 5.10. 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 RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 5.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-20], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
6. 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.

## 7. 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.....(Tender Data)

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



## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
<b>Part C: The contract</b>	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity schedule



	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Risben Khoza.
	Address:	150 Commissioner Street, Marshalltown, Johannesburg, 2001.
	Tel No.	011 308 1049
	E – mail	<a href="mailto:Risben.khoza@transnet.net">Risben.khoza@transnet.net</a>
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<b>1. Stage One - Eligibility in terms of the Construction Industry Development Board:</b>	
	a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of <b>CIDB Grade 3GB or higher</b> class of construction, are eligible to have their tenders evaluated.	
	b) Joint Venture (JV) Joint ventures are eligible to submit tenders subject to the following: <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation of <b>CIDB Grade 3GB or higher</b> class of construction work; and</li> <li>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 CIDB Grade 3GB 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</li> <li>The tenderer shall provide a certified copy of its signed joint venture agreement.</li> </ol>	
	<b><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></b>	



## 2. Stage Three - Functionality:

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

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

***Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.***

C.2.7 No Tender clarification meeting will held for this tender.

C.2.12 No alternative tender offers will be considered.

C.2.13.5 The *Employer's* details and address for delivery of tender offers and identification details  
C2.15.1 that are to be shown on each tender offer package are:

Submission Method: e-Tender Submission Portal

Identification details: The tender documents must be submitted labelled with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TP/2022/04/0013/RFQ
- The Tender Description: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months

Documents must be marked for the attention of:

***Employer's Agent:***

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: **14:00pm** on the **10 June 2022**

Location: **Transnet eTender Portal.**

**NO LATE TENDERS WILL BE ACCEPTED**

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



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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

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C3.4 The time and location for opening of the offers are after the opening submissions at the venue as stated in C.2.15.

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

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

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

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### **Functionality Criteria**

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

**(Please see CIDB Compiler guidance note T1.2 – Tender Data).**

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

- T2.2-5 **Evaluation Schedule:** Management and CVs of Key Persons
- T2.2-6 **Evaluation Schedule:** Quality Plan
- T2.2-7 **Evaluation Schedule:** Risk Assessment
- T2.2-8 **Evaluation Schedule:** Previous Experience
- T2.2-9 **Evaluation Schedule:** Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)).

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

**Note: Any tender not complying with the above mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.**

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C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the commercial evaluation for price comparison on the qualifying bidder/s.

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

**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.

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C.3.13 Tender offers will only be accepted if:

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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.

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

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## C3: Scope of Work: Service Information

### Definitions:

In this Scope of Work:-

- 1) **"access-delayed time"** means the time taken from arrival on the *Site / Affected Property* by the Contractor, his sub-contractor or specialist-contractor and requesting access to the *Site / Affected Property* from the *Employer* or his Tenant until the time access is given.
- 2) **"ad hoc works"** also known as **"minor new works"** means any repair (s), replacement (s) of component (s) or additions/alterations of the installations other than inspection, repairs, servicing or replacement listed in this contract.
- 3) **"affected property"** shall means the commercial premises / sites that includes building within WA-1 around the Employer's office or any other building / structure / premises within the geographical area applicable to this Contract.
- 4) **"break-down"** means a specific type of failure, where an item of an installation or equipment is completely unable to function.
- 5) **"call-out"** means an installation or related failure, requiring the Contractor to visit the *Site / Affected Property* outside of the scheduled maintenance period.
- 6) **"chargeable items"** mean the cost of replacement components or repairs required to maintain a reliable and safe Installation (excluding consumable items) and which are not covered under this Contract.
- 7) **"corrective maintenance' (CM)"** means any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity may consist of repair, restoration or replacement of components.
- 8) **"documentation"** means and includes any drawings, diagrams, calculations, designs and documents which are to be supplied to the Employer by the Contractor in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the Employer.
- 9) **"down-time"** the time that an item of equipment is out of service, as a result of equipment failure. The time that an item of equipment is available, but not utilized is generally not included in the calculation of downtime.
- 10) **"drawings / diagrams"** means drawings / diagrams referred to in the Specification and any modification of such drawings / diagrams approved in writing by the Employer and such other drawings / diagrams as from time to time may be furnished or approved in writing by the Employer.
- 11) **"emergency maintenance (EM)"** means maintenance work carried out in order to avert an imminent risk of human injury or death, human suffering, serious business disruption that could not have been reasonably foreseen, interruption of essential services, suffering damage to property or financial loss, suffering or death of livestock or other animals and serious environmental damage or degradation.
- 12) **"installation"** means the affected property water treatment and all related equipment on / in the *Site / Affected Property*.
- 13) **"licences"** means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).

- 14) **“maintenance”** or **“check”** shall mean the efficient and effective examination, inspection, recording, deduction or calculation, service, repair and or replacement of components and parts of a unit / system / installation so that the unit / system / installation complies with the manufacturers, design and commissioning operational specifications and statutory / Employer requirements. This includes the cleaning, removal of components and waste, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention and touch up paint of the unit / system / installation.
- 15) **“maintenance plan”** will bear the same meaning as Contractors Plan.
- 16) **“non-inclusive contract”** will mean that Plant and Equipment (material) is excluded except that refer to in equipment of this scope of work below. The cost and quantity of spares and material is uncertain and therefore excluded.
- 17) **“normal working-hours”** means office hours, from 07h30 to 16h00 Monday to Friday excluding Public Holidays in South Africa.
- 18) **“person”** includes, a natural person, a partnership, a business trust, a foundation, any company or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated.
- 19) **“preventative maintenance (PM)”** means the maintenance carried out at pre-determined intervals or corresponding to criteria and intended to reduce the probability of failure or the performance degradation of an Installation or equipment.
- 20) **“property”** means any movable, immovable or intellectual property or any right to such property.
- 21) **“repair”** means put into good condition after damage or wear, any component that forms part of the Installation or Equipment.
- 22) **“scheduled maintenance (SM)”** means the systematic inspection, cleaning, making of minor adjustments, testing, calibrating, measuring and recording, replacing of minor parts, and any other similar measures necessary to prevent deterioration, to assure reliability and availability.
- 23) **“scope of work”** will bear the same meaning as Service Information.
- 24) **“sensitive security area”** refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Contractor.
- 25) **“services”** means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Contractor, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Scope of Work.
- 26) **“service manager”** – means the building- / centre- / lodge- / hostel manager or representative of the Employer responsible for the management of a specific Site / Affected Property.
- 27) **“shut-down maintenance”** means maintenance that can only be performed while equipment is shut down (equipment is turned off).
- 28) **“site”** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of the Employer.
- 29) **“specifications”** the document to which is referred in this Scope of Work, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.

- 30) **“supervisor”** means a competent person appointed by the Contractor to be on-site and responsible for the management of the Contractor's staff and Service provided in terms of this Scope of Work.
- 31) **“technical information”** means and includes all information provided in the Specification, together with all drawings, diagrams, calculations, designs, Specification and other pertinent documents as may from time to time be furnished in writing by the Employer to the Contractor in connection with the Contractor's Services.
- 32) **“tenant”** means any Person (including BU's of Transnet other than Transnet Property) with his staff, client's and service providers with whom the Employer has entered into a lease agreement for the whole or a portion of the Site / Affected Property.
- 33) **“tenant installation”** means all services, equipment and or installations paid for and owned by Other and not specifically describe as part of this Contract.
- 34) **“Transnet Property”** means – a specialist unit of Transnet (SOC) Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Group Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto;
- 35) Expressions defined in this Scope of Work shall bear the same meanings in the specifications, schedule or annexure to this Scope of Work which do not themselves contain their own definitions;
- 36) Schedules and/or annexures to this Scope of Work shall be deemed to be incorporated into and form part of this Scope of Work and as such each reference herein to “the Scope of Work” shall be deemed to include a reference to all such schedules and/or annexures.

## 1. Employer's objectives

- 1.1. The *Employer's* objective is to enter into a term service contract with a panel of *Contractors* to provide preventative, corrective and emergency maintenance plus minor new works for electrical, general building and plumbing services plus minor new works at Taxido Junction and any other building/property/site owned, managed or leased by the Employer within Vaal area on an 'As and when' required basis by the Employer for a period of 12 months to ensure compliance with legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993).

## 2. Executive overview

- 2.1. The Employer is desirous that its Employees and Tenants receive the Services to ensure that the improvements, installation(s) and equipment in or on the *Site / Affected Property* will comply with all relevant regulations and standards through the conclusion of this Term Service Contract with the Contractor.
- 2.2. This Service covers the preventative-, corrective- and emergency maintenance, replacement of faulty / blocked components / equipment, all in site and on as and when required basis including minor new works on electrical lights, storm water/installation, building infrastructure, roofs, sewer network/installation, etc. on / in the Site / Affected Property as described in the applicable Activity Schedules annexure's and any other documents attached to this Scope of Work, or any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the Service in accordance to the true meaning and intent of this Service Specification.
- 2.3. Maintenance to the residential properties shall be provided for on Task Order/ "As and when basis".

- 2.4. The Service shall be executed in accordance with the latest edition / amendment of the following inter alia:
- 2.4.1. The Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act.
  - 2.4.2. Electrical Wiring Regulations SANS 10142-1 & 2
  - 2.4.3. National Building Regulations SANS 10400.
  - 2.4.4. The Regulations and By-laws of the Local Authority.
  - 2.4.5. The local Fire Department Regulations.
  - 2.4.6. Basic Conditions of Employment Act 75 of 1997
  - 2.4.7. Hazardous substance act 15 of 1973
  - 2.4.8. National water act 36 of 1998
  - 2.4.9. The Occupational Health and Safety Act, 1993
  - 2.4.10. The Construction Industry Development Board Act No. 38 of 2000 and amendments
  - 2.4.11. All relevant Regulations applicable to the Installation, which will include the requirements of the Employer.
- 2.5. The above documentation shall be kept on site by the Contractor at all times, inclusive of the Contractor's Safety file.

### **3. Description of the service**

- 3.1. The Service shall include:
- 3.1.1. All maintenance shall include the management, repairing/replacement of all equipment covered within this Scope of work including but not limited to:
    - 3.1.1.1. Maintenance of complete plumbing installation/reticulation.
    - 3.1.1.2. Maintenance of structure and roofs, cleaning of asbestos/galvanised gutter up to 300mm wide including downpipes.
    - 3.1.1.3. Maintenance of exterior and interior building fabrics; roads, paving, minor brick works, partitioning, tiling, ceilings, flooring, Ironmongery, glazing, painting etc.
    - 3.1.1.4. Servicing of ablution facilities, including but not limited to inspecting/servicing/replacing of flush masters, urinals, taps, water closets set, water leaks, clean service ducts, toilet doors including locking mechanism, worn-out 100 mm butt hinges type etc.
    - 3.1.1.5. Servicing and repairs of steel roller shutter doors size up to 5 meters high and 6 meters wide.
    - 3.1.1.6. Remove and replace damaged steel palisade fence panels including cutting of rails to size, fitting brackets to posts and bolting of pales to rails with bolts & nuts.



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- 3.1.1.7. General repairs (e.g. carpentry & joinery), roof timbers, roofs, ceilings, walls, doorframes, moulds, rain water goods, etc.
  - 3.1.1.8. Annual inspection, servicing, emptying, cleaning and maintenance of sewer pumps
  - 3.1.1.9. Annual inspection of pump control panel and associated parts to ensure optimal operation.
  - 3.1.1.10. Servicing of non-return valves.
  - 3.1.1.11. Unblocking of all types of drains using jet vacuuming equipment.
  - 3.1.1.12. Draining of septic tanks in all affected areas.
  - 3.1.1.13. Emergency Call-Out service.
  - 3.1.1.14. The cleaning, removal of components and waste deposits, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention and touch up paint of the unit / system / installation.
  - 3.1.1.15. Furnishing a completed activity schedule following each inspection and / or emergency call, incorporating a description of the malfunction and action taken.
  - 3.1.1.16. Air Conditioning installation,
  - 3.1.1.17. The filters should be serviced at regular intervals in order to maintain optimal functioning.
  - 3.1.1.18. Adjusting, maintaining, repairing and replacing fuses, circuit breakers, isolators, starter switches, pilot lights, amp and volt meters and electric wiring from main incoming isolator.
  - 3.1.1.19. Maintenance and service of electrical kiosks.
  - 3.1.1.20. Maintenance and service of distribution boards.
  - 3.1.1.21. The inspection of Electrical reticulation, Distribution boards, Cable ducts, trenches and other wire ways, Lighting and power points.
  - 3.1.1.22. Ensured that live electrical equipment is inaccessible, that electric circuits are protected and that lighting and power systems are operational.
  - 3.1.1.23. Compliance of the Installation shall include but not be limited to the following:
    - 3.1.1.23.1. **Sockets and light circuits**
      - a. All plug circuits shall be appropriately labelled at both the source (DB) and outlet ends.
      - b. All new plug circuits shall not have more than 8 plugs per circuit. Where an existing plug circuit already has 8 or more plugs no additional plugs will be allowed on the same circuit.
      - c. Earth leakage tests shall be done on plugs to ensure that they are correctly connected and that there are no signs of a floating earth current.
      - d. Replacement of plugs should be of the same type and rating.

- e. All new light circuits shall not have more than 14 lights per circuit. Where an existing light circuit already has 14 or more lights no additional lights will be allowed on the same circuit.
- f. All light circuits shall be labelled and depicted on drawings indicating the circuits. A copy of the drawings shall be handed to the Employer.
- g. All lamps and ancillary equipment that are replaced should be replaced with equipment of the correct rating, make, type, model and wattage. All spent lamps shall be disposed of in accordance with statutory requirements.
- h. All plugs that are intended for luminaires only, shall not exceed a rating of 6 amps. These plugs shall only supply one luminaire per plug.

#### 3.1.1.23.2. **Distribution boards / control panel and boxes**

- a. Shall indicate where they are being fed from and the KA rating.
- b. Shall have a danger notice fixed to them instructing if leakage current or inadvertent contact should occur the main switch should be switched off.
- c. The equipment mounted into it shall be so positioned to allow any conductor to be removed without any obstruction.
- d. All unoccupied spaces shall be fitted with blank covers.
- e. Permanent labelling shall identify both incoming and outgoing circuits.
- f. Series connected cascaded systems shall have a notice fixed to them indicating that this is a cascaded system and unless otherwise recommended shall not be fitted with any other breaker, except for those identical in the system. In the case that the identical circuit breaker is not available, the manufacturer of the replacement circuit breaker shall confirm in writing that the circuit breaker can be used in this cascading system. This shall also be approved by the Employer's competent technical Person, in writing, before installation.

#### 3.1.1.23.3. **Earth leakage protection**

- a. Earth leakage devices shall disconnect both phase and neutral.
- b. Earth leakage units that are not provided with over current protection shall be fully rated short circuit protective device.

#### 3.1.1.23.4. **Earthing**

- a. Each earth conductor connected to the main earthing terminal shall be able to disconnect individually.
- b. The secondary winding of the transformer shall also be earthed.
- c. Earth continuity conductors should consist of compatible conductors.
- d. If the earth continuity conductor forms part of a flexible cable it shall be the same size as the largest phase conductor.



- e. Connections of earth continuity conductors shall not rely on twisting of the conductor or the strands of the conductor but be crimp-ferruled, lugged or soldered.
- f. Earth continuity conductor shall not be used to carry any currents other than fault current.

#### 3.1.1.23.5. **Bonding**

- a. The bonding conductor shall at least be of an area equal to 2.5mm<sup>2</sup> or more.
- b. All metallic roofs, downpipes, gutters, hot and cold-water pipes and antennas should be bonded, and the earth continuity path shall not exceed 0.2  $\Omega$  (ohms).

#### 3.1.1.23.6. **Extra low voltage lighting**

- a. Rated output current of safety transformer used for low voltage lighting should not exceed 25 A (amps).
- b. When installing low voltage supplies the length of the conductor should be considered to accommodate the voltage drop that will occur. The conductors used shall have a steady current rating to accommodate the high currents associated with low voltage lights.
- c. The conductor size of low voltage supply shall not be less than 1,5mm<sup>2</sup>.
- d. The sum of current ratings of the secondary circuits should not exceed 90% of the transformer's rating.

3.1.2. The Contractor shall at all times upon arrival on the Affected Property for each inspection / service or call-out, report to the Service Manager in order to ascertain the reason for the call-out, and / or to obtain information with regard to any problems with the Service and or Installation on the Affected Property.

3.1.2.1. Failing to report to the Service Manager will cause the Installation to be seen as not being serviced and an amount will be deducted from the Contractor's monthly invoice. Refer to Contract Data (Part one) Option X17 (Service level table).

3.2. The Contractor shall:

3.2.1. Ensure that he/she has adequate equipment to carry-out the activities as specified in this scope of work. Employer shall not purchase/hire the equipment for the contractor to perform any activity included in this scope of work.

3.2.2. Provide the Employer with at least two digital photographs (before and after) of all equipment that has been repaired, replaced or on which any other work has been performed to prove that the Service has been provided in accordance with the schedule or as instructed by the Service Manager.

3.2.2.1. Such "before and after" photographs must be taken from the same vantage point and shall clearly illustrate the identity and condition of the installation before and after the service.

3.2.2.2. The minimum specification for the camera or other imaging device shall be that the images produced shall be sufficiently clear, defined and illuminated to enable the viewer to verify the identity and authenticity thereof. Low-light conditions are prevalent and an adequate source of illumination is required for photography.

- 3.2.2.3. These photographs are an essential part of the supporting documentation required in this contract
- 3.2.3. Touch-up paint on equipment to minimise deterioration and to keep in an acceptable and neat condition.
- 3.2.4. Complete the applicable Activity schedule following each inspection and / or emergency call, incorporating a description of the malfunction and action taken.
- 3.2.5. Forward copies of the log sheets, complaints received and service sheets on a monthly basis to the Employer or his representative.
- 3.2.6. Direct and monitor specialist subcontractors to ensure efficient and timely execution of the work in co-operation with the Service Manager.
- 3.2.7. All workspace, surfaces and items covered by this contract must appear clean and neat each day in accordance with the discretion of the Employer.
- 3.2.8. In the event of emergency repairs being required, the need for such repairs shall be reported immediately to the Employer or his representative for further instructions.
- 3.2.9. The results and dates of all tests shall be recorded in the site maintenance register. The Employer shall be informed at least thirty (30) days prior to the tests.
- 3.2.10. Be responsible for making arrangements with the Employer or his representative regarding the availability of the Installation for the purpose of servicing and / or repairs.
- 3.2.11. In the event of repairs or replacements becoming necessary, the Contractor shall submit an estimate of the cost of the work concerned to the Employer or his representative and there after shall proceed in accordance with the Employer's instructions.
- 3.2.11.1. In the event of **ad-hoc or minor new works**, submit a detailed estimate for such additional work to the Service Manager and obtain approval from the Employer before attending to the additional repairs or replacements.
- 3.2.11.2. **Ad-hock or minor new works** shall be identified and priced in terms of the Price List /Labour Rates (Part C2) for labour and mark-up of materials as per this Contract.
- 3.2.11.3. Where the Price (material or labour, or material and labour) is not stipulated in the Price List / Labour Rates the cost will be based on a fixed labour price as per Price List / Labour Rates (during normal working hours) plus material content based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus an agreed percentage Fee. Refer to Price List / labour Rates (Part C2).
- 3.2.11.4. The Employer may order alterations, extras, additions to or omissions from the Service. However, these will not be of any force or effect unless reduced to writing. The Contractor shall carry out or give effect to such orders from the Employer. The rates for such work shall be agreed between the Contractor and Employer, where rates are not quoted for in the Price List / Labour Rates (Part C2).
- 3.2.12. Be responsible for overall management and supervision of the contracted personnel performing duties at the Premises in accordance with the provisions of this Contract.
- 3.2.13. It is expected from the Contractor to ensure that all duties and tasks to be performed on site are adhered to.

- 3.2.14. Exercise adequate skill, care and diligence in the rendering of the services and the performance of its obligations to the Employer.
- 3.2.15. Inform the Employer in writing prior to carrying out of any modification to the existing Installation, even if this modification may benefit the Installation or if the cost of this modification is for the Contractor's account.
- 3.2.16. Inform the Employer of all improvements or revisions related to the Installation. These notifications shall take the form of technical notices or sales releases under a covering letter from the Contractor.
- 3.2.17. Approval given by the Employer shall not relieve the Contractor from responsibility for due performance of this Contract and adherence to Technical Information provided by the Employer.
- 3.2.18. Protect the Employer and Employer's employees against all losses, expenses, demands, errors or omissions, including faulty design and / or detailing of the Contractor, its subcontractors, agents or employees in the provision of any documentation under the terms of the Contract. To this end, it shall be the Contractor's responsibility to arrange professional indemnity cover through an insurance company acceptable to the Employer, the limits of such cover to be determined by the Employer in relation to the Service.
- 3.2.19. Ensure that the Installation at all times comply with provisions of all Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations applicable to the specific Installation.
- 3.2.20. Take adequate precaution against damage to the Site/Affected Property, Installations, equipment, protect the public, the property of the public, the property and workmen of the Employer and all other persons, from injury or damage during the course of the Service. The Contractor or any of its employees, sub-contractors or agents will be held responsible for any damage to the Site / Affected Property or the contents thereof or for indirect loss, caused by him, either as a result of his actions or failure to act, whether it was done during the normal performance of their duties or not, and a claim for damages may be instituted against the Contractor accordingly.
- 3.2.21. Be entitled to use such supplies of electricity and water as may be available on the Site / Affected Property for the purpose of the Service, and at his own expense shall provide any apparatus necessary for such use.
- 3.2.22. Replace all parts timeously, thereby limiting the incidence of breakdowns, unplanned maintenance or repair and consequently maintain maximum network and equipment operation.
- 3.2.23. Ensure that the downtime does not exceed the maximum allowable downtime as specified in this Scope of Work.
- 3.2.24. Updating of equipment lists, registers and data sheets of all equipment and equipment changes, replacement or upgrade.

3.3. The *Employer* shall:

- 3.3.1. Report to the Contractor any irregular performance of or defect in, or damage to any items covered under this Contract.
- 3.3.2. Use the items covered under this Contract in a normal and proper manner, including preventing a material change in the use or usage or the overloading thereof.
- 3.3.3. Protect the items covered under this Contract against vandalism, abuse or misuse and accidental damage.

- 3.3.4. Ensure that the Site / Affected Property with regards to the equipment spaces comply with the applicable regulations and local bylaws.
- 3.3.5. At the request of the Contractor, shall arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.
- 3.3.6. Any disruptions which are deemed to be beyond the Contractor's control and which result in the Contractor's workmen having to leave an area in or on the Site / Affected Property shall be logged in the applicable report book.

#### 3.4. Emergency Call Out Service and Downtime Of Equipment

- 3.4.1. The Contractor shall for the period of this Contract provide and maintain an 24-7 emergency call-out service, enabling a qualified technician (competent person) being called upon by the Service Manager to undertake any repairs or emergency service within the time as shown.
- 3.4.2. Emergency service may be executed without receipt of an official order number and solely on the request from the Employer. The Contractor must however ensure that the official from the

Employer signs the job card. The Contractor must also ensure that he obtains an official order number from the Employer the following working day.

- 3.4.3. The Contractor shall inform the Employer verbally and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the equipment, even if the hazardous or undesirable situation does not form part of the Service.
- 3.4.4. Only breakdowns which affect public health and safety or the operation and safety of sensitive equipment, shall be treated as emergency repairs. Breakdowns involving personal comfort shall not be considered as emergency repairs unless authorized by the Employer.
- 3.4.5. The response time for call-outs (i.e. from the Contractor's receipt of an official request, to his attendance on Site / Affected Property) shall be as follow:
- 3.4.6. Emergency call-outs shall not exceed:
  - 3.4.6.1. One (1) hour within the twenty-five (25) kilometre radius from the Employer's office,
  - 3.4.6.2. Two (2) hours within a fifty (50) kilometres radius from the Employer's office,
  - 3.4.6.3. Three (3) hours further than fifty (50) kilometres from the Employer's office.
- 3.4.7. Normal breakdown calls shall not exceed:
  - 3.4.7.1. Two (2) hours within twenty-five (25) kilometres radius from Employer's office,
  - 3.4.7.2. Four (4) hours within twenty-five (50) kilometres radius from Employer's office,
  - 3.4.7.3. Six (6) hours further than fifty (50) kilometres radius from Employer's office,
- 3.4.8. Allowed downtimes for the equipment on / in the Site / Affected Property shall be as follow:
  - 3.4.8.1. Minor failures / problems, (such as external repairs to the chillers or pump-sets not requiring stripping or replacement of components readily available) shall not exceed the normal breakdown call time plus one (1) hour.

3.4.8.2. Major failures / problems, mechanical failures, requiring stripping and rebuilding or machining shall not exceed five (5) days.

3.4.8.3. Repairs to any water leaks shall not exceed one (1) day.

3.4.9. Should repairs not be possible within the downtime as indicated in this clause, Emergency call out services and downtime of equipment, above it will be the responsibility of the Contractor to obtain extension of time. The request must describe the breakdown, the cause of it, and state clearly all the reasons for the extension and the actual extension required in regard to the repair.

3.4.10. No extra payment will be made for the standby service availability and attendance to breakdowns or other emergencies whether or not during or after normal working hours and the costs thereof shall be included in the Price list/ Rate.

3.4.11. All breakdowns shall be analysed by the Contractor and relevant action shall be taken. The fault analysis (call-out rate) shall be compiled by the Contractor and shall be recorded. This history shall be kept for at least three (3) years

3.4.12. Failure of the Contractor to meet the response-time or downtimes under normal circumstances may indicate the Contractor's inability to provide the required Service and may invoke termination of this Contract.

3.4.13. The Contractor shall ensure that the Service Manager is at all times in possession of such telephone numbers and contact addresses as may be necessary to enable the Employer to make emergency calls / call-outs. Adequate communication equipment shall be provided by the Contractor to ensure a minimum delay in the response to emergency calls.

## **4 Management structures**

### **4.1.Performances Measures**

4.1.1. It is recorded and agreed that, in the event that the Contractor fails to deliver goods or render Services stipulated in this Scope of Work, Transnet Property shall be entitled to impose penalties on the Contractor as indicated in Table 1 below.

4.1.2. Transnet Property's right to impose penalties shall not in any way detract from Transnet Property's right to claim damages instead of penalties in the event of a breach by the Contractor of any or all of the terms and conditions of this Agreement.

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
PM Schedule Compliance	% Compliance to escalation timeframes/scheduling timeframes/completion dates	100%	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> <li>3 consecutive non-conformances will result in termination of contract</li> </ul>
Statutory Inspection Compliance	Maintaining statutory (OHS Act and other Regulations) compliance of the premises and meeting the requirements	100%	<ul style="list-style-type: none"> <li>No non-compliances will be tolerated.</li> <li>Immediate termination of contract for any non-compliance</li> </ul>
Key Plant Availability	$\frac{\text{Total man – hours per month – Down Time (Job Cards)}}{\text{Total Time}}$	95%	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> </ul>
Safety	Life Threatening Incidents	<0: Hours without LTI	<ul style="list-style-type: none"> <li>No non-compliances will be tolerated.</li> <li>Immediate termination of contract for any non-compliance</li> </ul>
Time to Quote	Average number of business days to Obtain a quote from the supplier	2 days (Dependant on nature and extent of works).	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> <li>2 days (Dependant on nature and extent of works).</li> </ul>
Skills base and Staff compliment	As per skills list in the pricing data/SOW requirements.	Full compliance on any inspection day (non- compliance will result in termination of contract)	<ul style="list-style-type: none"> <li>Deduction of the rate for the skill not found plus 20 % of the monthly invoice, amount payable the following month</li> <li>2 consecutive non-conformances will result in termination of contract</li> </ul>

Transnet Property

Contract number: TP/2022/04/0013/RFQ

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Environmental Contraventions	Environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements  Number of notices issued.	0	<ul style="list-style-type: none"> <li>No non-compliances will be tolerated.</li> <li>Immediate termination of contract for any non-compliance</li> </ul>
Emergency call-outs Response Time	Emergency call-outs (from the Contractor's receipt of an official request, to his attendance on Site / Affected Property)	<ul style="list-style-type: none"> <li>Within twenty five (25) km radius from the Employer's office shall not exceed one (1) hour</li> <li>Within fifty (50) km radius from the Employer's office shall not exceed Two (2) hours</li> <li>Further than fifty (50) km radius from the Employer's office shall not exceed Six (6) hours</li> </ul>	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> </ul>
	Normal break-down calls (from the Contractor's receipt of an official request, to his attendance on Site / Affected Property)	<ul style="list-style-type: none"> <li>Within twenty five (25) km radius from the Employer's office shall not exceed Two (2) hour</li> <li>Within fifty (50) km radius from the Employer's office shall not exceed four (4) hours</li> <li>Further than fifty (50) km radius from the Employer's office shall not exceed Six (6) hours</li> </ul>	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> </ul>
Downtime of equipment	Allowed downtimes for the equipment on / in the <i>Site / Affected Property</i>	<ul style="list-style-type: none"> <li>Minor failures / problems, (such as external repairs not requiring stripping or replacement of components readily available) shall not exceed normal breakdown plus one (1) hour</li> <li>Major failures / problems, mechanical failures, requiring stripping and rebuilding or</li> </ul>	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> </ul>



Transnet Property

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		<p>machining will not exceed five (5) days.</p> <ul style="list-style-type: none"> <li>Repairs to any water leaks will not exceed one (1) day.</li> </ul>	
Sub-Contracting	Allowed sub-contracting	<ul style="list-style-type: none"> <li>Sub-contracted minimum CIDB grade 1 CE/EB, BBBEE level 2</li> <li>Minimum sub-contracting of 10% and maximum of 25%</li> </ul>	<ul style="list-style-type: none"> <li>(Sub-contracting agreed) % of the monthly invoice, amount payable the following month</li> <li>3 consecutive non-conformances will result in termination of contract</li> </ul>

**Table 1: Performance Indicators**



#### 4.2. Management meetings

4.2.1. The Contractor or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Maintenance Co-ordination/Risk Reduction meetings with the Employer or his delegate at the Site/Affected Property to discuss the provision of Services, and the Contractor warrants that any representative who attends such Maintenance Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the Contractor vis-a-vis all decisions taken and agreements reached. Minutes and records of such Maintenance Co-ordination/Risk Reduction meetings shall be the responsibility of the Employer. Minutes will be made available to the Contractor within seven (7) working days.

4.2.2. The Contractor must present a monthly written report on the Services rendered by it, in respect of the Site/Affected Property. Unless the Employer prescribes otherwise, this report shall include the following:

- 4.2.2.1. Name, address and telephone number of the Contractor.
- 4.2.2.2. Date of report and reporting period.
- 4.2.2.3. Detail on the results of each examination, including any faults analysis, modification, replacement and repair work, adjustment and test carried out.
- 4.2.2.4. Results of tests on safety devices.
- 4.2.2.5. Incidents/events.
- 4.2.2.6. Problems, including administrative problems with the Employer experienced during reporting period.
- 4.2.2.7. Any factors that affect, or may affect, the safety of the Site / Affected Property or Installation, people and equipment.

4.2.3. The Employer may request supplementary and interim written reports from the Contractor.

4.2.4. The Contractor shall provide on request of the Employer, computer generated reports detailing a history of call-outs, repairs and breakdown repairs etc.

#### 4.3. Contractor's Management, Supervision and Key People

4.3.1. The Contractor shall appoint on the Site / Affected Property a "competent" person in charge. Any instruction to him / her by the Employer shall be deemed to have been issued to the Contractor. Whenever the representative (supervisor) is absent from the Site / Affected Property a suitable person shall be appointed to act as his / her deputy.

4.3.2. The Contractor shall ensure that at all times there is sufficient suitably qualified and experienced personal to provide the Service. The Service covered in this Contract must be executed under direct supervision of a qualified technician who is registered in accordance with the relevant statutory regulations where applicable.

4.3.3. The Contractor shall ensure that maintenance work of a technical nature shall be performed by "Competent" persons as defined in the Occupational Health and Safety Act who are qualified artisans experienced and skilled in maintaining equipment similar to that which is to be maintained.

4.3.4. All employees provided by the Contractor in terms of this Contract shall at all times be neat and properly clothed to the satisfaction of the Employer, the Employer reserves the right to request such employees to wear a uniform or overall of a type, cut and design approved by the Employer and purchased by the Contractor. Employees must be identifiable as employees of the Contractor by means of their uniforms:

- 4.3.4.1. The Contractor, or any agent or employee of his, must wear protective clothing where necessary. The Contractor must supply the relevant protective clothing at his own cost and included in the pricing of the Service.

4.3.5. Personal hygiene must be maintained by the Contractor's employees and agents at all times.

4.3.6. The Contractor and its employees will maintain silence within reasonable bounds on the Site / Affected Property.

4.3.7. The salaries or wages paid by the Contractor to his employees must at all times comply with the applicable statutory requirements in respect of minimum wages.

4.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Contractor.

4.3.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should intimidation of employees be suspected, the Contractor shall take prompt action in conjunction with the South African Police Service to remedy the situation.

4.3.9.1. Such action shall, if deemed necessary by the Employer, include immediate replacement of the employees involved.

4.3.9.2. The Contractor shall forthwith notify the Service Manager of any form of intimidation its employees may be subjected to.

4.3.10. Should the Employer at any time during the term of this Contract make any facility available to the Contractor, the Contractor shall, at its own cost maintain and keep such facility during the term of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Contractor, fair wear and tear excepted. The Contractor will be liable for all electricity cost.

4.3.11. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site / Affected Property at his own cost, should the Contractor deem it necessary.

4.3.12. The employees of the Contractor may only use toilet facilities that have been pointed out to them.

4.3.13. The employees of the Contractor may use rest-room facilities that have been pointed out to the Contractor (if available). However, it is not the duty of the Employer to make such rest-room facilities available.

4.3.14. The Contractor shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.

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

#### 4.4. Deliverables

4.4.1. The service contractors shall submit the following reports, attached to all invoices:

4.4.1.1. Report on services delivered/performed;

4.4.1.2. Service delivered performance;

4.4.1.3. Chemicals used;

4.4.1.4. Completed checklist where applicable;

4.4.1.5. Ad hoc services requested where applicable;

4.4.1.6. Any and all staff and labour issues that can affect service delivery to Transnet;

4.4.1.7. Incident report summary as compiled. All incidents shall be reported as soon as they occur and a flash/notice report generated within the same shift. A detailed investigative report with corrective and preventative detail shall be submitted within 48 hours from the occurrence of the incident.

- 4.4.2. The weekly and monthly reports shall have a summary of key issues affecting the plant, major breakdowns etc. The Employer reserves the right to alter the format and information required on this report.

#### 4.5. Documentation Control

- 4.5.1. The Employer will provide the Contractor at the appropriate times with the Technical Information necessary to enable the Contractor to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.
- 4.5.2. During the progress of the Services/Task and prior to their completion, the Contractor will submit to the Employer any Documentation as requiring submission to the Employer prior to completion of the Contract/Task.
- 4.5.3. If it is agreed between the Employer and the Contractor that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the Contractor and the Documentation, thus modified will be re-submitted to the Employer prior to the completion of the Contract/Task.
- 4.5.4. Where applicable, the Documentation to be supplied to the Employer in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the Contractor's Services.
- 4.5.5. The Employer may from time to time during the progress of the Contract instruct the Contractor to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as the Employer may require.
- 4.5.6. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the Employer and the Contractor, but generally as soon as possible after such Documentation is completed by the Contractor.
- 4.5.7. The Contractor will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the Employer by the Contractor at agreed intervals.
- 4.5.8. The Employer will have the right at all reasonable times to inspect the Documentation of the Contractor or any Sub-contractor.
- 4.5.9. All Documentation shall become and remain the property of the Employer. Title to all information, know how, inventions and improvements disclosed to the Employer by the Contractor under the Contract will become the property of the Employer.
- 4.5.10. Approval given by the Employer shall not relieve the Contractor from responsibility for due performance of this Contract and adherence to Technical Information provided by the Employer. The Contractor shall protect and save harmless the Employer and Employer's employees against all losses, expenses, demands, errors or omissions, including faulty design and / or detailing of the Contractor, its sub-contractors, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the Contractor's responsibility to arrange professional indemnity cover through an insurance company acceptable to the Employer, the limits of such cover to be determined by the Employer in relation to the Service.
- 4.5.11. The Contractor shall inform the Employer in writing prior to carrying out of any modification to the existing Installation by the Contractor, even if this modification may benefit the Installation or if the cost of this modification is for the Contractor's account.

- 4.5.12. The Contractor shall inform the Employer of all improvements or revisions related to the Installation. These notifications shall take the form of technical notices or sales releases under a covering letter from the Contractor.
- 4.5.13. The Contractor shall on a monthly basis provide the Employer with all records related to this Contract/Service.
- 4.5.14. The Contractor shall provide maintenance site registers located in the plant rooms and maintain accurate records of all service procedures, site visits, stoppages, breakdowns, planned repairs and safety related equipment operational tests and checks.

#### 4.6. Invoicing and Payment

- 4.6.1. When making a claim for payment, the Contractor shall submit to the Service Manager or appointed Employer representative a complete and correct pro-forma invoice with all relevant service reports / sheets, log sheets, invoices, time sheets for any authorised additional work, schedules and reports properly complete setting out details of Services / Tasks carried out and recommendations for any additional work required to enhance and maintain the performance and reliability of the Installation for scrutiny and verification of the correctness. Thereafter, inspections will be carried out by the Service Manager or appointed Employer representative, to affect quality assurance. If the Service has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the Contractor provide the Employer with a VAT invoice.
- 4.6.2. The following information shall be reflected on the pro-forma invoices and or VAT invoices:
  - 4.6.2.1. Full description of Service / Task performed. (In respect of emergency call-outs, the time and date and name of the person who called the Contractor must be indicated).
  - 4.6.2.2. Fixed monthly contracted services performed.
  - 4.6.2.3. Detailed list of materials / spare parts used showing unit prices, Contractor's mark-up, and sub-total.
  - 4.6.2.4. Copies of all applicable invoices with the applicable Installation inventory number (invoices without order numbers will not be processed for payment).
  - 4.6.2.5. V.A.T.
  - 4.6.2.6. Grand Total.
- 4.6.3. Supporting documentation must be furnished in respect of all materials / spare parts and sub-contract service bought out in the form of copies of supplier/s invoices or copies of priced delivery notes. Notwithstanding the foregoing, the Service Manager or appointed Employer representative shall have the right to call for invoices rendered by suppliers to the Contractor in respect of spares and materials purchased for repairs and service to Installations and shall be entitled to withhold the issuing of the payment certificate to the Contractor until such information / documentation have been furnished to the Employer, provided that, in respect of additional documentation required by the Employer, the Employer's instruction shall have been given to the Contractor in sufficient time before any such payments certificate became due. This must include date stamped before and after photos of the work conducted. Photos to be taken using a digital camera with a minimum of 12 Mega pixels resolution as well as the signed off job card by client / tenant.
- 4.6.4. No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule execution against the approved maintenance plan for the applicable period.
- 4.6.5. Payment will be made thirty (30) days from the date of receipt of the Contractor's signed invoice and credit notes.

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

#### 4.7. Training Workshops and Technology Transfer

4.7.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Contractor.

#### 4.8. Design and Supply of Equipment

4.8.1. The Contractor ensures that the design is fit for the purpose intended. As far as applicable to maintenance and operations, the design will be in accordance with the mutually agreed specifications.

#### 4.9. Things Provided at the End of the Service Period for the Employer's Use

##### 4.9.1. Equipment

4.9.1.1. The inventory materials and spares that were purchased by the Employer during the tenure of the contract should be returned provided the contractor still holds some in stock.

##### 4.9.2. Information

4.9.2.1. The drawings/diagrams will remain in the sole custody of the Employer. Two copies thereof will be furnished to the Contractor free of cost, but any further copies shall be paid for by the Contractor. The Contractor shall give reasonable notice in writing to the Service Manager of any further drawing/diagrams or specification that may be required for the execution of the Service.

4.9.2.2. The Employer will provide the Contractor at the appropriate times with the Technical Information necessary to enable the Contractor to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.

#### 4.10. Management of Work Done by Task Order

4.10.1. The Contractor shall in the event of **ad hoc or minor new work** become necessary, submit a minimum of two (2) quotations (dependant on the nature of works) for such work to the Service Manager and obtain approval from the Employer's designated person or *Service Manager* before attending to the work.

4.10.2. Quotations must be submitted to the Employer's designated person or Service Manager two (2) days from the day requested.

4.10.3. No work will be done by the Contractor without a Task Order issued to the Contractor by the Service Manager or Employer's designated person. This Task Order will refer to a complaint number and details regarding the work that must be attended to by the Contractor in writing.

4.10.4. Should the Contractor in the course of performance of the Service become aware of the necessity for any emergency repair, such emergency will forthwith be reported to the Service Manager or any Employer's designated person for further instructions, provided that nothing herein contained will preclude the Contractor or relieve the Contractor from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance and upkeep of the Installations and the safety of the user(s).

4.10.5. The Contractor shall at all times, follow and implement the specified and mandatory safety procedures.



- 4.10.6. The Contractor will not be entitled to preferential consideration in respect of new work in or the site/ Affected Property or installation. The Employer reserves the right to employ other contractors on an open tender basis where maintenance or new works are done on a project basis and not be a Term Service Contract.
- 4.10.7. The Employer reserves the right to execute any maintenance or repair work covered under this Contract with his own employees.
- 4.10.8. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Labour Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Labour Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus an agreed percentage mark-ups.
- 4.10.9. The Contractor must provide his job cards specifying detail of repairs, this Task Order (official order number(s)) and breakdown of cost into labour (for work done after normal working hours) and material (for non-Activity Schedule work) and signed-off by the Service Manager or Employer's designated person. In addition to the original completed job card submitted with his account / invoice, the Contractor must submit a copy of the job card to the Service Manager for audit purposes and retain a third copy for his official records. The Contractor shall also conduct and submit a Root Cause Analysis within 48 hours of completing the activity.
- 4.10.10. Upon completion of the works, the supplier must attach Work Requests and signed –off invoice/payment certificate.

## **5 Health and Safety, Environment and Quality Assurance**

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

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

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

## 5.2. Quality assurance requirements

- 5.2.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.
- 5.2.2. All new parts should be replaced with Original Equipment Manufacturer (OEM) prescribed parts and the quality should be in accordance with South African Bureau of Standards (SABS), South African National Standards (SANS), American National Standard Institute (ANSI) standards.

## 6 Procurement

### 6.1. Plant and Materials

- 6.1.1. The Employer reserves the right to obtain his own supplier/s quotations for the same (quality, standard etc. included) material used by the Contractor. The Contractor shall take into account lowest price quotation and availability plus a fee for costing the work.
- 6.1.2. The supply of Plant and Material not covered in this Contract will be charged at nett cost plus a Fee as recorded in this Contract.
- 6.1.3. The Contractor shall ensure that any and all material procured by the Contractor for this Contract, are obtained at least at rates that are available to the Employer for similar material. Should the Contractor obtain material at a premium and should the Employer be able to prove that the Contractor did not endeavour to minimise the higher rate/s, the Employer may select not to reimburse the Contractor for the portion of the price for which the Contractor paid a premium. A minimum of 3 competitive quotes shall be sourced by the Contractor for such material to be supplied.
- 6.1.4. The Employer may supply Plant and Material for the Service on a free issue basis which means that the Fee will not be applicable on these items. Should the Employer provide or make available any Plant and Material, the Contractor shall be responsible for proper and economical transport, storage and use thereof. The cost of any loss or damage to the Employer's plant and material other than through normal wear and tear, and any uneconomical use or loss of Plant and Material provided by the Employer, will be recovered from the Contractor.
- 6.1.5. Only Plant and Material of the best quality and approved by SANS and or satisfying the manufacturer's requirements are to be used in the execution of the Service and the Service is to be performed in a proper workmanlike manner to the full satisfaction of the Employer or any statutory institution.
- 6.1.6. Replacement parts, Plant and Materials used must meet the original manufacture's requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the Employer and conform to SANS specifications and must where possible carry an appropriate mark of approval.
- 6.1.7. The Contractor shall inform the Employer in writing with all documents and drawings at least forty-eight (48) hours prior to carrying out any modification to existing Installation/Equipment deemed necessary by the Contractor.

- 6.1.8. The Contractor shall provide and keep or have access to a national or international inventory of all wearing parts in respect of the Installation. The Employer reserves the right to inspect the spares inventory at any time during the term of this Contract.
- 6.1.9. No existing equipment, apparatus, appliance or parts of the Installation will be replaced, re-sited, refurbished or be declared redundant without the written consent of the Employer. Replaced or redundant parts remain the property of the Employer and shall be delivered to the Employer to be scrapped where after the Contractor will remove it unless otherwise decided by the Employer.
- 6.1.10. The Contractor shall inform the Employer at least one (1) week prior to commencing planned repairs, which may necessitate the Installation / Equipment being removed from service for periods exceeding two (2) hours.
- 6.1.11. Risk of loss of, or damage to any goods supplied shall remain with the Contractor until such goods supplied have been installed by the Contractor, approved and taken over by the Service Manager.
- 6.1.12. The Contractor undertakes to renew the guarantees of any item in whole or in part which may become defective or faulty during the guarantee period and extend the guarantee for a further term related to the original guarantee. Any such item shall be repaired, replaced or re-instated by the Contractor free of charge to the Employer. Should any item forming part of the Installation and which has been repaired, overhauled, refurbished, serviced or worked on by the Contractor in terms of this Contract, become defective or faulty, during guarantee period (a reasonable time) such items shall be repaired, replaced or re-instated by the Contractor free of charge.
- 6.1.13. No Plant, Material and Equipment shall be shipped or delivered to Site/Affected Property until permission has been obtained by the Contractor from the Employer that these may be delivered. The Contractor shall be responsible for the reception at the Site/Affected Property of all plant and Contractor's equipment delivered for the purpose of this Contract.
- 6.1.14. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site/Affected Property of all plant, material, machinery etc. used in connection with the Works by the Contractor shall be the responsibility of the Contractor, including all necessary supervision, labour and equipment for this purpose, and the cost thereof shall be included in the bill of activity schedules.
- 6.1.15. All Plant and Material stored on Site/Affected Property must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material and plant etc. until the completed Works are handed over to, or have been officially accepted by the Employer.
- 6.1.16. The Contractor shall cede to the Employer any suppliers or factory guarantees of repaired or replaced components and ensure that such guarantees are not jeopardized in any way. All workmanship and repairs shall be guaranteed for twelve (12) months and so stated on all invoices (failure to do so will delay payment).
- 6.1.17. All plant, parts, machinery etc., removed from Site / Affected Property for repair purposes shall be signed for by the Contractor if it is removed from the Site. The appropriate receipt form (model number, serial number, part etc.) shall be in duplicate form and available for inspection at any time at either the Service Manager or called for from the Contractor.
- 6.1.18. The Contractor shall be responsible for the provisioning of all material, products, consumables (disposable materials, grease, oils, hacksaw blades, insulation tape required, cleaning materials etc.), replacement of nuts, bolts, washers, self-tapping screws etc. plus Equipment (including but not be limited to ladders, scaffolding or specialised tools) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Rates.



- 6.1.19. The Employer reserves the right to take samples of any consumables and or material supplied by the Contractor for analysis if deemed necessary

## 6.2. Correction of defects

- 6.2.1. If the Employer decide that any work done by the Contractor or any subcontractor is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the Contractor notice in writing of such decision giving particulars of the alleged defect, the Contractor shall with all speed make good the defects so specified.
- 6.2.2. The cost of making good such defects shall form part of the Contract Bill of schedule, including where a defect is due to negligence or failure of the Contractor, his servants, agents or subcontractors, to exercise good faith or the standard or care which would normally be exercised by duly qualified persons engaged in the business of the Contractor.
- 6.2.3. Should the Contractor fail to fulfil any of its obligations in terms of this Contract or should such Service not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the Employer and should the Contractor fail to remedy such breach within the timeframe from the date of written notice from the Employer calling upon to do so, the Employer shall have the right without prejudice in terms of this Contract or at law, without further notice to the Contractor.
- 6.2.3.1. Appoint another person other than the Contractor to complete the Service in question and to recover from the Contractor all cost to complete the work in question plus an administration costs of twenty five (25) percent (%) of the price the other contractor charge the Employer to complete the Service, or
- 6.2.3.2. Cancel this Contract and recover from the Contractor any damages that it may suffer as a result of such cancellation and / or breach.

## 7 Working on Affected Property

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

- 7.1.1. The Contractor shall at all times ensure that its employees, agents, representatives, specialist-, subcontractors and suppliers:
- 7.1.1.1 Comply with all security measures and directives imposed by the Employer, or his delegate, tasked with managing the Services in or on the Site / Affected Property.
- 7.1.1.2 Keep the access gates / doors locked at all times. If any security problems are noticed, the Contractor shall immediately notify the Service Manager.
- 7.1.1.3 Shall in terms of this Scope of Work when on duty (unless the Employer should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by the Employer shall at least contain the following information in respect of the Contractor's personnel:
- 7.1.1.3.1 a colour photograph of the relevant member
- 7.1.1.3.2 full names and surname
- 7.1.1.3.3 identity number
- 7.1.2. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The Contractor will be liable for the replacement cost of lost identity disc.

- 7.1.3. All employees of the Contractor will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.
- 7.1.4. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the Service Manager. Should any exchange of personnel take place, the Service Manager must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.
- 7.1.5. Employees of the Contractor may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.
- 7.1.6. Employees of the Contractor have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the Employer / Tenant. If a service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Contractor must make provision in his costing for access delays in security areas.
- 7.1.7. Any disruptions which are deemed to be beyond the Contractor's control and which result in the Contractor's workmen having to leave the Site / Affected Property shall be logged in the applicable report book.
- 7.1.8. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Contractor shall furnish the Service Manager with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by Service Manager, in respect of all persons who will be employed by the Contractor to undertake work at the Site / Affected Property in terms of this Contract.

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

- 7.2.1. Service operations will be performed during Transnet "Office hours only". The times are Monday to Friday from 07h30 to 16h00 excluding public holidays. Service operating hours outside of these must be explicitly arranged by the Transnet authorised representative. Contractor personnel shall, however, be on standby 24/7.
- 7.2.2. The Contractor shall at all-time render service that enhance and maintain at minimum the corporate image of Transnet Property.
- 7.2.3. The Contractor shall at all-time render service that is in line with Transnet Property's values and ethos.
- 7.2.4. The Contractor must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- 7.2.5. The Contractor shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.
- 7.2.6. The Contractor is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.
- 7.2.7. The Contractor must ensure that a competent site manager is appointed as required ensuring deliverables and quality of service delivery.
- 7.2.8. The Contractor shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.
- 7.2.9. It is expected from the contractor to ensure that all duties and tasks to be performed on site are adhered to.
- 7.2.10. The Contractor must exercise reasonable skill, care and diligence in the rendering of the services and the performance of its obligations to Transnet Property.
- 7.2.11. The Contractor shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
- 7.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.

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- 7.2.13. In the event of an unusual occurrence, the Contractor shall submit an Incident Report to Transnet authorise representative within twenty four (24) hours.
- 7.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.
- 7.2.15. Where services are deteriorating a service improvement plan can be requested on how services will be improved.
- 7.2.16. The Contractor shall ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.
- 7.2.17. The Contractor shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 7.2.18. The Contractor shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises
- 7.2.19. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such person access to the relevant Premises and require the Contractor to replace such person without delay.
- 7.2.20. Personnel Standards
- 7.2.20.1. Contractor staff must be:
- 7.2.20.1.1. able to communicate the official language of Transnet which is English;
  - 7.2.20.1.2. physically fit to perform the tasked duties as required;
  - 7.2.20.1.3. presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;
- 7.2.21. Contracted staff must at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the Contractor to remove a particular contracted staff(s) from the Premises permanently:
- 7.2.21.1. Absence without proper notification;
  - 7.2.21.2. Accepting any gifts or bribes in the line of duty;
  - 7.2.21.3. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
  - 7.2.21.4. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
  - 7.2.21.5. Enabling any person to secure stolen property from the Premises;
  - 7.2.21.6. False reporting;
  - 7.2.21.7. Negligence in the application of Transnet instructions, after being duly informed thereof;
  - 7.2.21.8. Sleeping on duty or neglecting his/her duty;
  - 7.2.21.9. Using or carrying a weapon;
  - 7.2.21.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
  - 7.2.21.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
  - 7.2.21.12. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
  - 7.2.21.13. Failing to wear the prescribed clothing or identification when on duty.
  - 7.2.21.14. Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.

- 7.2.22. Contractor staff may be subject to breathalyser testing by Transnet or Representative Contractors prior to the granting of permission onto its Site.

### 7.3. Health and safety facilities on the Affected Property

- 7.3.1. The Contractor undertakes to comply with the Employer's safety and emergency measures and procedures the Site / Affected Property.
- 7.3.2. The Contractor's procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.
- 7.3.3. The Contractor shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the Service Manager, for the rendering of the Service or for whatever purpose.
- 7.3.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the Employer from damage or injury, and to protect adjoining properties from trespass or damage during the Service.
- 7.3.5. The Contractor shall inform the Employer verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the Contractor's responsibilities.
- 7.3.6. The Contractor may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Service Manager, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.
- 7.3.7. The Contractor shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the Contractor, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.
- 7.3.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the Contractor will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

### 7.4. Cooperating with and obtaining acceptance of Others

The Contractor's duty is to co-operate with Others as expressed under the service information. Where the Contractor's work may affect or interfere with the activities of the Employer or Others, it is important that interfaces in respect of physical location and timing are agreed by all parties and shown on the contractor's plan.

### 7.5. Records of Contractor's Equipment

- 7.5.1. The Contractor shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their premises and shall be recorded and certified.
- 7.5.2. The Contractor shall complete or generate an inventory lists of their equipment and update inventory lists systems on a continuing basis (equipment type and location).

## 7.6. Site services and facilities

### 7.6.1. Provided by the Contractor

- 7.6.1.1. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the Contractor deem it necessary.

## 7.7. Tests and inspections

- 7.7.1. The Employer or its duly appointed representative shall retain the right to witness and/or verify the performance of any Service by the Contractor at any time.

- 7.7.2. Independent inspections: the Employer shall have the right to authorize the inspection of individual equipment or the Installation using suitably qualified person at any time and the results of such inspections shall be promptly communicated in writing to the Contractor. Should any defects or remedial work be required in terms of this Contract, the Contractor shall expeditiously undertake it within a mutually agreed time period the corrective work. When the Contractor's work has been completed satisfactorily, the Employer or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the Employer or its inspector may be conducted.

- 7.7.2.1. Should the follow-up inspection show that the work as agreed and undertaken by the Contractor has not been satisfactorily carried out; the procedure shall be repeated until the established standard of maintenance has been attained. The cost for the follow-up inspection shall be borne by the Contractor

- 7.7.2.2. Notwithstanding the Employer's rights in terms of this Contract, the Contractor shall refund the Employer its costs associated with the reapplication where the Contractor has not completed work satisfactorily as agreed.

- 7.7.2.3. The independent inspections shall in no way limit the Contractor's responsibility with respect to any obligation or liabilities in terms of this Contract.

## 8 List of Drawings

### 8.1. Drawings issued by the Employer

- 8.1.1. Drawings means all the drawings / diagrams referred to in this Scope of Work provided by the *Employer* and furnished to the *Contractor*, or submitted by the *Contractor* and approved in writing by the *Employer*, any revisions of such drawings / diagrams and any such other drawings / diagrams as may from time to time be furnished or approved by the *Employer*.

- 8.1.2. The Employer shall permit the Contractor access to relevant drawings and records relating to the Service, where these are available.

- 8.1.3. The drawings / diagrams will remain in the sole custody of the Employer. Two copies thereof will be furnished to the Contractor free of cost, but any further copies shall be paid for by the Contractor. The Contractor shall give reasonable notice in writing to the Service Manager of any further drawing / diagrams or specification that may be required for the execution of the Service.

- 8.1.4. One copy of the drawings / diagrams furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site / Affected Property, and shall at all reasonable times be available for inspection and use by the Employer or any other authorised person.

- 8.1.5. The Contractor shall timeously and carefully examine all drawings and shall immediately notify the Service Manager in writing of any error, inaccuracy, discrepancy or inconsistency detected by him, or raise an objection thereto in order that it may be rectified or decided upon without disruption or delays to the progress of the Service.

- 8.1.6. Where the design of an installation or part thereof is done by the Contractor or third party he shall, unless otherwise directed, submit electronic copies (Auto-Cad), of all plans or drawings of such installation to the Employer whose written approval must be obtained before the Service concerned is commenced.
- 8.1.7. The Contractor hereby grants to the Employer a non-exclusive license, in accordance with the provisions of section 22 of the Copyright Act, 1978 –
- 8.1.7.1. to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made by the *Contractor*, other than under the direction or control of the *Employer*, in connection with the Service;
  - 8.1.7.2. to make free and unrestricted use thereof for its own purposes;
  - 8.1.7.3. to provide copies thereof to consultants to be used by them for consultations and consulting services to the Employer;
  - 8.1.7.4. To provide other parties with copies thereof where tenders are invited by the Employer.
- 8.1.8. Such non-exclusive license shall apply mutatis mutandis to any plan, diagram, drawing, specification, bill, design calculation or other similar document made, other than under the direction or control of the Employer, by any sub-contractor of the Contractor.
- 8.1.9. The Employer shall make no separate or extra payment in respect of any non-exclusive license granted in terms hereof.

Where the Service requires from the Contractor to provide the Employer with detail design, drawings and or diagrams of an existing or new installation that drawing and or diagrams will comply with Clauses as listed above.

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Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

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## **Annexure 1**

### **Planned Maintenance Activity Schedule**

**(Please note: The below Planned Maintenance activity schedule is only indicative and not exhaustive, it is therefore the duty of the contractor to update the Activity Schedule, one (1) month from the date of assuming responsibility as the contracted Service Provider)**

Transnet Property

Contract number: TP/2022/04/0013/Rfq

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

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## **Annexure 2.1**

### **Electrical Lights and Power Planned Maintenance Activity Schedule**

(Please note: The below Planned Maintenance activity schedule is only indicative and not exhaustive, it is therefore the duty of the contractor to update the Activity Schedule, one (1) month from the date of assuming responsibility as the contracted Service Provider)



Transnet Property

Contract number: TP/2022/04/0013/RFQ

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EL001

## SIX MONTHLY MAINTENANCE AND SERVICE REPORT FOR DISTRIBUTION BOARDS

Building number: .....

Unit Description: Distribution Board.

Place: .....

Inventory Number: .....

Floor:-..... Room:-.....Block:-..... Core:-..... Link:-.....

No	MAINTENANCE INSTRUCTION	No	MAINTENANCE INSTRUCTION
1	Clean enclosure and equipment installed by means of blower and approved electrical cleaner. Special attention to dirt and dust accumulation on top of circuit breakers and connection terminals.	13	Check that only one earth wire per terminal are connected on the earth bar and correct were needed
2	Check lamp replacement history and take corrective measures where needed.	14	Check main earth from supplier, star point of the transformer, measure and record continuity (Ohm). Loop impedance test
3	Tighten all connection for mechanical soundness and electrical continuity	15	Prospective short circuit current
4	Check for hot spots by means of Infrared Thermometer and repair where needed	16	Check that all panel instruments and metering equipment are in working order and replace if needed
5	Check all earthing connections. Measure and <b>record</b> earth continuity to determine if earthing is within safety specification (Ohm). Record worst case	17	Check that insulated conductors are supported and not resting on bare conductive parts and correct were needed
6	Test elevated voltage on supply neutral and record (Volts)	18	Check that jumpers from buss bars to switchgear are the required size and current carrying capacity
7	Test earth leakage test button to ensure operation of earth leakage unit. <b>(After working hours)</b>	19	Check light operation in the enclosure and rectify if needed
8	Check if the surge protection is functioning and replace if needed	20	Check labels and legend for correctness and update if needed
9	Check if the heat dissipation in distribution board is sufficient and that there is no heat build-up by means of Infrared Thermometer.	21	Check that all switchgear and circuits are labelled correctly.
10	Check if phase barriers are in place and replace if needed	22	Check that all covers and panels are in place, there is no access to live parts and all screws fitted.
11	Check that the minimum creeping and clearance distances are correct and rectify if needed	23	Check all panels and doors are in good condition and replace if needed
12	Check that only one wire per terminal are connected on the neutral bar and correct were needed	24	Ensure the distribution board is locked and return keys

**Notes:-**Report on remedial work undertaken, faults found, replacement and repairs required:

Service Technician;

Name.....Signature.....Date.....

Employers Representative:-

Name.....Signature.....Date.....

Transnet Property

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EL002

## ONCE OFF MAINTENANCE AND SERVICE ON LIGHTING AND EXTRA LOW VOLTAGE LIGHTING INSTALLATION.

Building number: .....

Unit description: Lighting

Place: .....

Inventory Number: .....

Floor:-..... Room:-..... Block:-..... Core:-..... Link:-.....

No	MAINTENANCE INSTRUCTION		No	MAINTENANCE INSTRUCTION	
1	Check that only fourteen 6 amp un-switched socket outlets are connected on a circuit and correct were needed.		6	Check Low voltage transformers operation and reprogram if needed	
2	Check that only one light fitting is connected per un-switched socket outlet.		7	Check wire sizes on low voltage lighting transformers to ensure that volt drop is within specification	
3	Measure and record the longest earth path from the distribution board. (Ohm)	Ohm	8	Check the sum of the lamp wattage against the size of the transformer. It must not exceed 90% of the transformer rating.	
4	Check un-switched socket outlets for damage ,and that it is securely mounted and rectify were needed		9	Check that lamp heat dissipation in ceiling voids are sufficient	
5	Check that all un switched socket outlets are labelled and correct where needed.		10	Check emergency light fittings for operation and battery performance. Replace batteries if needed	

**Notes:-**Report on remedial work undertaken, faults found, replacement and repairs required:

Service Technician;

Name.....Signature.....Date.....

Employers Representative:-

Name.....Signature.....Date.....

Transnet Property

Contract number: TP/2022/04/0013/RFQ

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EL003

## SIX MONTHLY MAINTENANCE AND SERVICE REPORT FOR ELECTRICAL CONTROL BOX / PANELS

Building number: .....

Unit description: Control Box / Panel

Place: .....

Inventory Number: .....

Floor:-..... Room:-..... Block:-..... Core:-..... Link:-.....

No	MAINTENANCE INSTRUCTION	No	MAINTENANCE INSTRUCTION
1	Clean enclosure and equipment installed by means of blower and approved electrical cleaner. Special attention to dirt and dust accumulation on top of circuit breakers and connection terminals.	10	Check if phase barriers are in place and replace if needed
2	Tighten all connection for mechanical soundness and electrical continuity	11	Check that the minimum creeping and clearance distances are correct and rectify if needed
3	Check for hot spots by means of Thermal Imager and repair were needed	12	Check that all panel instruments and metering equipment are in working order and all equipment properly installed, replace if needed
4	Check all earthing connections. Measure and <b>record</b> earth continuity to determine if earthing is within safety specification (Ohm). Record worst case	13	Check that insulated conductors are supported and not resting on bare conductive parts and correct were needed
5	Check enclosure for weather proof seals , latches and hinges for operation and repair if needed	14	Check that jumpers from buss bars to switchgear are the required size and current carrying capacity
6	Check for rust and treat with a approved rust inhibitor and repaint to original specification	17	Check that all covers and panels are in place, there is no access to live parts and all screws fitted.
7	Check that all switchgear and circuits are labelled	18	Check that all panels and doors are in good condition and replace if needed
8	Check if the surge protection is functioning and replace if needed	19	Ensure the control box is locked and return keys
9	Check if heat dissipation in control box is sufficient and there is no heat build up by means of Thermal Imager		

**Notes:-**Report on remedial work undertaken, faults found, replacement and repairs required:

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Service Technician;

Name.....Signature.....Date.....

Employers Representative:-

Name.....Signature.....Date.....

Transnet Property

Contract number: TP/2022/04/0013/RFQ

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EL004

## QUARTERLY MAINTENANCE AND SERVICE REPORT FOR SUBSTATION EQUIPMENT

Building number: .....

Unit description: Substation

Place: .....

Inventory Number: .....

Floor:-..... Room:-..... Block:-..... Core:-..... Link:-.....

No	MAINTENANCE INSTRUCTION	No	MAINTENANCE INSTRUCTION
1	On entering substation sign the log book.	8	Check oil level on HT transformers and report low oil levels.
2	Check that all covers and panels are in place and there is no access to live parts.	9	Check silica gel colour and report if moisture content discoloured silica gel. (Blue is the preferred colour.)
3	Clean substation and equipment installed by means of feather duster and damp cloth.	10	Check temperature to ensure that heat dissipation is sufficient.
4	Check lighting inside substation and repair if needed.	11	Check extractor fan for operation and repair if needed.
5	Check indication lamps on HT panels and replace if needed.	12	Clean inside and outside of substation building and remove all grass and bush if needed. (where applicable)
6	Check batteries electrolyte level, cleanliness of terminals and charging rate off charger.	13	Sign lock book and ensure that the substation is locked before departure.
7	Check for oil leaks on HT transformers and report if needed		

**Notes:-**Report on remedial work undertaken, faults found, replacement and repairs required:

Service Technician;

Name.....Signature.....Date.....

Employers Representative:-

Name.....Signature.....Date.....

Transnet Property

Contract number: TP/2022/04/0013/RFQ

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EL005

## ANNUAL MAINTENANCE AND SERVICE REPORT FOR SUBSTATION EQUIPMENT

Building number: .....

Unit description: Substation

Place: .....

Inventory Number: .....

Floor:-..... Room:-..... Block:-..... Core:-..... Link:-.....

No	MAINTENANCE INSTRUCTION	No	MAINTENANCE INSTRUCTION
1	On entering substation sign the log book.	10	Clean transformer and insulators with Tri-chloredethylene or approved cleaning agent.
2	Open all covers and where possible remove dust	11	Take transformer oil samples for testing and submit report.
3	Trip and rack out HT circuit breakers. Cleanout in-closer and service circuit breakers to manufacturers specifications.	12	Check oil level and top up if needed.
4	Trip test HT circuit breaker with secondary injection through the protection relays.	13	Check Silica Gel and replaced when colour changed from blue.
5	Test HT voltage transformers for correct operation.	14	Check earthing in substation and correct where needed
6	Verify voltage and current loads to instrumentation.	15	Clean inside and outside of substation building and remove all grass and bush if needed. (where applicable)
7	Conduct scanning on total substation installation by means of a Thermal Imager and repair where needed.	16	Check substation for compliance with the occupational health and safety act
8	Service batteries and test battery trip unit for correct operation.	17	Sign off the lock book and lock substation
9	Test transformer temperature and gas operating relay (buchholz) alarms and trip to check operation.		

**Notes:-**Report on remedial work undertaken, faults found, replacement and repairs required:

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Service Technician;

Name.....Signature.....Date.....

Employers Representative:-

Name.....Signature.....Date.....

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

EL006

## ANNUAL TESTING OF MEDIUM AND HIGH VOLTAGE SUBSTATION EQUIPMENT

Building number: \_\_\_\_\_ Place code: \_\_\_\_\_

Medium and High Voltage Substation - Test Sheet															
Name: .....															
Designation: .....										CB No. ....					
Panel No: .....						Date: .....				Nature: R/C: .....					
Definite Minimum Inverse Time (D.T.M.I.T) RELAY										SOLKOR R/TRANSLAY					
CT RATIO										CT RATIO					
V		R Amp		Y Amp		B Amp		V		R Amp		Y Amp		B Amp	
POLARITIES:										PILOT CABLE					
O/L SETTING: A/% T.M.S.										Loop resistance: Ω					
E/L SETTING: A/% T.M.S.										Insulation resistance:					
RELAY TESTED PRIM / SEC / TW. INJECTION										T1 – E: Ω					
MULTIPLE										T2 – E: Ω					
O/L R ph										T1 – T2: Ω					
O/L Y ph															
O/L B ph															
E/L															
Of P.C.S															
A Sec															
A Sec															
A Sec															
A Sec															
2															
4															
6															
INSTANTANEOUS RELAY										OVERALL FAULT SETTING					
O/L Setting										FAULT					
E/L Setting										T.W./					
R ph. Trips at A										A					
Y ph. Trips at A										B					
Relay trips at A										AC					
B ph. Trips at A										OPERA-TION%					
BUCHOLZ RELAY										R - E					
Relay trip & lock-out CB. Give indication.										Y - E					
TEMPERATURE RELAY °C										B - E					
Relay trip & lock-out CB. Give indication.										R - Y					
FRAME LEAKAGE RELAY:										B - Y					
V 1A 2A 3A ZONE 1 2 3										R - B					
TYPE										CURRENT BETWEEN					
PLUG										RELAY OUTPUT					
P/Amp										R – E 1.10A					
TRIPS										Y – E 1.40A					
RATIO										B – E 2.99A					
										R – Y 4.50A					
										B – Y 4.50A					
										R – B 2.25A					
										RELAY TYPE:					
										SETTING:					
										RESISTANCE MEASUREMENTS					
										ZONE					
										1					
										2					
										3					
										E					
TEST SPIKES: Ohm										1					
EARTH MAT: Ohm										2					

Notes:-Report on remedial work undertaken, faults found, replacement and repairs required:

Service Technician;

Name.....Signature.....Date.....

EL007

## TESTING OF MEDIUM AND HIGH VOLTAGE TRANSFORMERS

Building number: \_\_\_\_\_ Place code: \_\_\_\_\_

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

TRANSFORMER: \_\_\_\_\_

MAKE: \_\_\_\_\_ KVA: \_\_\_\_\_

SERIAL NO: \_\_\_\_\_ VOLTAGE: \_\_\_\_\_

DATE OF MANUFACTURE: \_\_\_\_\_ VECTOR: \_\_\_\_\_

**INSULATION RESISTANCE TEST: 2 500 V MEGGER** (2mΩ/kV = Good norm)

EARTH TO HT: \_\_\_\_\_ HT TO LT1: \_\_\_\_\_

EARTH TO LT1: \_\_\_\_\_ HT TO LT2: \_\_\_\_\_

EARTH TO LT2: \_\_\_\_\_ HT TO AUX.: \_\_\_\_\_

EARTH TO AUX.: \_\_\_\_\_ LT1 TO LT2: \_\_\_\_\_

LT2 TO AUX.: \_\_\_\_\_ LT1 TO AUX.: \_\_\_\_\_

**VOLTAGE RATIO TEST: 3 PHASE GENERATOR**

SUPPLY VOLTAGE (3 phase) \_\_\_\_\_ V

LT1:

Primary	Secondary	TAP 1	TAP 2	TAP 3	TAP 4	TAP 5
		V	V	V	V	V
		V	V	V	V	V
		V	V	V	V	V

LT2:

Primary	Secondary	TAP 1	TAP 2	TAP 3	TAP 4	TAP 5
		V	V	V	V	V
		V	V	V	V	V
		V	V	V	V	V

AUXILIARY:

Primary	Secondary	TAP 1	TAP 2	TAP 3	TAP 4	TAP 5
		V	V	V	V	V
		V	V	V	V	V
		V	V	V	V	V

AT TAP No 3: CALCULATED RATIO = HT/LT = \_\_\_\_\_ / \_\_\_\_\_ = \_\_\_\_\_

MEASURED VALUE = SUPPLY V / MEASURED V = \_\_\_\_\_ / \_\_\_\_\_ = \_\_\_\_\_

TESTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

EL008

### ONCE OFF MAINTENANCE AND SERVICE ON POWER-SKIRTING INSTALLATION

Building number: .....

Unit description: Power skirting

Place: .....

Inventory Number: .....

Floor:-..... Room:-..... Block:-..... Core:-..... Link:-.....

No	MAINTENANCE INSTRUCTION		No	MAINTENANCE INSTRUCTION	
1	Check that only eight socket outlets are connected on a circuit and correct where needed		5	Check legend for correctness and update if needed	
2	Check earth for floating earth and repair if needed.		6	Check all dedicated, normal socket outlets and air conditioner isolator for damaged and replace where needed.	
3	Measure and record longest earth path from distribution board (Ohm)	Ohm	7	Close all covers and inspect for visible damage and repair if needed.	
4	Check that all socket outlets and circuits are labelled				

**Notes:-**Report on remedial work undertaken, faults found, replacement and repairs required:

Service Technician;

Name.....Signature.....Date.....

Employers Representative:-

Name.....Signature.....Date.....



Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

EL009

## ANNUAL MAINTENANCE AND SERVICE REPORT FOR POWER CORRECTION EQUIPMENT

**Building number:**

**Unit description:** Power Correction

**Place code:**

**Inventory Number:** .....

**Floor:-..... Room:-..... Block:-..... Core:-..... Link:-.....**

No	MAINTENANCE INSTRUCTION	No	MAINTENANCE INSTRUCTION
1	Verify and record all alarms before inspection.	6	Measure micro Farrad values of capacitors and replace if values is more than 10% of specification (Ensure capacitor is discharged before testing.)
2	Clean enclosure and equipment installed by means of blower and approved electrical cleaner. Special attention to dirt and dust accumulation on top of circuit breakers and connection terminals.	7	Check discharge resistor on capacitors and replace if needed
3	Measure, record and verify that the current from the capacitor is within 10% of specification Example 60 Kva = 87 Amps	8	Check for hot spots by means of Thermal Imager and repair were needed
4	Check fuses and replace if needed.	9	Check that all panel instruments, metering equipment and indication lamps are in working order and replace if needed
5	Shut down Power Correction unit. Service contactors. Check contactors contacts and coils. Repair and replace where needed.	10	Check wiring for any signs of damage and repair where needed.
		11	Close enclosure and check for any damage seals. Repair if needed

**Notes:-**Report on remedial work undertaken, faults found, replacement and repairs required:

Service Technician; Name.....Signature.....Date.....

Client's Representative:- Name.....Signature.....Date.....

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

EL010

## MONTHLY MAINTENANCE AND SERVICE REPORT OF UPS EQUIPMENT

Building number:

Unit description: UPS

Place code:

Inventory Number: .....

Floor:-..... Block:-..... Core:-..... Link:-.....

No	MAINTENANCE INSTRUCTION		No	MAINTENANCE INSTRUCTION	
1	Verify and record all alarms before inspection.		5	Check operation of all cooling fans	
2	Record the UPS output voltage on all three phases.	R	6	Check cables for overheating and damage	
		W			
		B			
3	Check that all panel instruments and metering equipment are in working order and replace if needed		7	Clean inside of the enclosure by means of vacuum cleaner	
4	Check free space around, or objects on top of the unit and that all air vents are free from any obstructions. Remove all objects where needed.		8	Check batteries electrolyte and top up if needed.	

**Notes:-**Report on remedial work undertaken, faults found, replacement and repairs required:

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Service Technician;

Name.....Signature.....Date.....

Client's Representative:-

Name.....Signature.....Date.....

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

EL011

## QUARTERLY MAINTENANCE AND SERVICE REPORT OF UPS EQUIPMENT

Building number:

Unit description: UPS

Place code:

Inventory Number: .....

Floor:-..... Block:-..... Core:-..... Link:-.....

No	MAINTENANCE INSTRUCTION		No	MAINTENANCE INSTRUCTION	
1	Verify and record all alarms before inspection.		8	Check electrolytic capacitors for leaks and deforming	
2	Measure and record the battery float charge voltage.		9	Check magnetic components for overheating delaminating and firmly secured.	
3	Measure and record the battery charge voltage.		10	Check cables for overheating and damage.	
4	Measure and record the battery charge current.		11	Clean printed circuit boards and replace if needed.	
5	Measure and record the UPS output voltage on all three phases.	R W B	12	Clean inside of enclosure	
6	Measure and record the UPS output line currents on all three phases.	R W B	13	Check batteries electrolyte and top up if needed	
7	Check that all panel instruments and metering equipment are in working order and replace if needed		14	Check and clean battery terminals.	
	<b>Isolate the UPS from the mains and batteries. Switch on bypass switch and do the following:</b>		15	Reconnect the UPS and transfer the load to the inverter following the appropriate operating procedure	

**Notes:-**Report on remedial work undertaken, faults found, replacement and repairs required:

Service Technician;

Name.....Signature.....Date.....

Client's Representative:-

Name.....Signature.....Date.....

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

EL012

### ANNUAL MAINTENANCE AND SERVICE REPORT OF UPS EQUIPMENT

Building number:

Unit description: UPS

Place code:

Inventory Number: .....

Floor:-..... Block:-..... Core:-..... Link:-.....

No	MAINTENANCE INSTRUCTION	No	MAINTENANCE INSTRUCTION
1	Verify and record all alarms before inspection.	23	Check control panel calibration
2	Measure and record the battery charge voltage.	24	Check operation of manual by pass switch
3	Measure and record the battery float voltage.	25	Perform operational test on operation at normal load
4	Measure and record the battery charge current.	26	Perform operational test on overload checks
5	Measure and record the UPS output voltage on all three phases.	27	Perform operational test on simulation of faults
6	Measure and record the UPS output line currents on all three phases.	28	Perform operational test on loss of input.
7	Check that all panel instruments and metering equipment are in working order and replace if needed	29	Perform operational test on manual and automatic transfers
	<b>Isolate the UPS from the mains and batteries. Switch on bypass switch and do the following:</b>	30	Perform operational test on all alarm shutdown functions
8	Check electrolytic capacitors for leaks and deforming test and record capacity	31	Check UPS leg gate signals
9	Check magnetic components for overheating delaminating and firmly secured	32	Check charger DC walk up
10	Examine all cables for burnt or loose connections and tighten all connections to specification.	33	Check charger DC waveform and holding voltage
11	Check cables for signs of chaffing, overheating and damage	34	Check power supply voltages and frequency in control cabinet
12	Check inside the UPS for hotspots with Thermal Imager, repair when needed and clean enclosure	35	Check AC and DC protection settings
13	Check all UPS air intakes, exhausts, cooling fans including all filters	36	Check UPS synchronization
14	Inspect the UPS for physical damage and worn or corroded parts	37	Check the phasing between the mains and UPS
15	Clean printed circuit boards and replace if needed	38	Check the UPS current limits
16	Check batteries electrolyte and top up if needed.	39	Check that static switch can be switched between preferred and alternative source without disconnecting the load.
17	Check and clean battery terminals	40	Check all switch distribution and make sure they are in working order.
18	Reconnect the UPS and transfer the load to the inverter following the appropriate operating procedure	41	Inspect the cleanliness of the switch.
19	Check for liquid contamination	42	Check the air intakes of the switch and remove any obstructions
20	Check the UPS output waveforms		

**Notes:-**Report on remedial work undertaken, faults found, replacement and repairs required:

Service Technician;

Name.....Signature.....Date.....

Client's Representative:-

Name.....Signature.....Date.....

Transnet Property

Contract number: TP/2022/04/0013/RFQ

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EL013

## WEEKLY MAINTENANCE AND SERVICE REPORT FOR BATTERY CHARGER SET

Building number: .....Inventory Number: .....

No	MAINTENANCE INSTRUCTION	No	MAINTENANCE INSTRUCTION
1	Record battery charging voltage.		
2	Isolate battery charger on panel.		
3	Record battery voltage on the panel.		
4	Check and Record electrolyte level in each cell and top up. Where applicable.		
5	Clean each cell, remove corrosion where necessary NB. Record SG level where applicable.		
6	Start generator and record the time for battery voltage to return to original reading.		
7	Switch charger back on and close cover.		
8	Record voltage and amps		
9	Leave area clean and tidy.		

**Notes:-**Report on remedial work undertaken, faults found, replacement and repairs required:

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Service Technician;

Name.....Signature.....Date.....

Client's Representative:-

Name.....Signature.....Date.....

## **Annexure 2.2**

### **Mechanical and Plumbing Planned Maintenance Activity Schedule**

**(Please note: The below Planned Maintenance activity schedule is only indicative and not exhaustive, it is therefore the duty of the contractor to update the Activity Schedule, one (1) month from the date of assuming responsibility as the contracted Service Provider)**

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

M001

## WEEKLY MAINTENANCE AND SERVICE REPORT FOR SEWER PITS AND PUMPS

Building number: .....Location: .....

No	MAINTENANCE INSTRUCTION	√
1	Employ bollards or similar equipment to safe guard manhole openings.	
2	Check each manhole and clean where necessary	
3	Operate transfer switch and panel	
4	Operate second nearest float switch. Check that the alarm relay operates and was recorded at Data Centre. (Switch to run for at least one minutes)	
5	Operate the second lowest float switch. Check that one pump starts and remains on.	
6	Operate the highest float switch. Check and ensure that both pumps run.	
7	Operate the lowest float switch. Check that both pumps switch off.	
8	Check the sump pump inside pit. Operate the float switch. Ensure that the pump is operating correctly	
9	Bearing Lubrication; Inspect, clean, adjust, repair or replace as necessary and record	
10	Seal Lubrication and packing; Inspect, clean, adjust, repair or replace as necessary and record	
11	Remove all solids in the pit	
12	Cover manholes. Ensure that the seal is in position and bolts are secure.	
13	Leave area clean and tidy.	
14	Replace and report any broken covers	

**Notes:-** Report on remedial work undertaken, faults found, replacement and repairs required:

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Service Technician;

Name.....Signature.....Date.....

Client's Representative:-

Name.....Signature.....Date.....

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

M002

## MONTHLY MAINTENANCE AND SERVICE REPORT FOR SEWER PITS AND PUMPS

Building number: .....Location: .....

No	MAINTENANCE INSTRUCTION	√
1	Employ bollards or similar equipment to safe guard manhole openings.	
2	Check each manhole and clean where necessary	
3	Operate transfer switch and panel	
4	Operate second nearest float switch. Check that the alarm relay operates and was recorded at Data Centre. (Switch to run for at least one minutes)	
5	Operate the second lowest float switch. Check that one pump starts and remains on.	
6	Operate the highest float switch. Check and ensure that both pumps run.	
7	Operate the lowest float switch. Check that both pumps switch off.	
8	Check the sump pump inside pit. Operate the float switch. Ensure that the pump is operating correctly	
9	Bearing Lubrication; Inspect, clean, adjust, repair or replace as necessary and record	
10	Seal Lubrication and packing; Inspect, clean, adjust, repair or replace as necessary and record	
11	V-Belts; Inspect, clean, adjust, repair or replace as necessary and record (If equipped)	
12	Air release valve plunger rod; Inspect, clean, adjust, repair or replace as necessary and record (If equipped)	
13	Remove all solids in the pit	
14	Cover manholes. Ensure that the seal is in position and bolts are secure.	
15	Leave area clean and tidy.	
16	Replace and report any broken covers	

**Notes:-** Report on remedial work undertaken, faults found, replacement and repairs required:

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Service Technician;

Name.....Signature.....Date.....

Client's Representative:-

Name.....Signature.....Date.....



Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

M003

## SIX MONTHLY MAINTENANCE AND SERVICE REPORT FOR STORM / RAIN WATER PITS AND PUMPS

Building number: .....Location: .....

No	MAINTENANCE INSTRUCTION	√
1	Employ bollards or similar equipment to safe guard manhole openings.	
2	Check each manhole and clean where necessary	
3	Operate transfer switch and panel	
4	Operate second nearest float switch. Check that the alarm relay operates and was recorded at Data Centre. (Switch to run for at least one minutes)	
5	Operate the second lowest float switch. Check that one pump starts and remains on.	
6	Operate the highest float switch. Check and ensure that both pumps run.	
7	Operate the lowest float switch. Check that both pumps switch off.	
8	Check the sump pump inside pit. Operate the float switch. Ensure that the pump is operating correctly	
9	Infrared scan pump bearing and impeller for hot spots and vibrations. Record temperature/ findings	
10	Bearing Lubrication; Inspect, clean, adjust, repair or replace as necessary and record	
11	Seal Lubrication and packing; Inspect, clean, adjust, repair or replace as necessary and record	
12	V-Belts; Inspect, clean, adjust, repair or replace as necessary and record (If equipped)	
13	Air release valve plunger rod; Inspect, clean, adjust, repair or replace as necessary and record (If equipped)	
14	Inspect, clean, adjust, repair or replace as necessary and record front impeller clearance (If equipped)	
15	Inspect, clean, adjust, repair or replace as necessary and record rear impeller clearance (If equipped)	
16	Remove all solids in the pit	
17	Cover manholes. Ensure that the seal is in position and bolts are secure.	
18	Leave area clean and tidy.	
19	Replace and report any broken covers	

**Notes:-**Report on remedial work undertaken, faults found, replacement and repairs required:

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Service Technician;

Name.....Signature.....Date.....

Client's Representative:-

Name.....Signature.....Date.....

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

M004

## ANNUAL MAINTENANCE AND SERVICE REPORT FOR SEWER PITS AND PUMPS

Building number: .....Location: .....

No	MAINTENANCE INSTRUCTION	√
1	Employ bollards or similar equipment to safe guard manhole openings.	
2	Check each manhole and clean where necessary	
3	Operate transfer switch and panel	
4	Operate second nearest float switch. Check that the alarm relay operates and was recorded at Data Centre. (Switch to run for at least one minutes)	
5	Operate the second lowest float switch. Check that one pump starts and remains on.	
6	Operate the highest float switch. Check and ensure that both pumps run.	
7	Operate the lowest float switch. Check that both pumps switch off.	
8	Check the sump pump inside pit. Operate the float switch. Ensure that the pump is operating correctly	
9	Bearing Lubrication; Inspect, clean, adjust, repair or replace as necessary and record	
10	Seal Lubrication and packing; Inspect, clean, adjust, repair or replace as necessary and record	
11	V-Belts; Inspect, clean, adjust, repair or replace as necessary and record (If equipped)	
12	Air release valve plunger rod; Inspect, clean, adjust, repair or replace as necessary and record (If equipped)	
13	Inspect, clean, adjust, repair or replace as necessary and record front impeller clearance (If equipped)	
14	Inspect, clean, adjust, repair or replace as necessary and record rear impeller clearance (If equipped)	
15	Inspect, clean, adjust, repair or replace as necessary valves and record (If equipped)	
16	Inspect, clean, adjust, repair or replace as necessary pressure relief valve (If equipped)	
17	Inspect, adjust, repair or replace as necessary pump and driver alignment (If equipped)	
18	Inspect, clean, adjust, repair or replace as necessary bearings	
19	Inspect, clean, bearing housing and record	
20	Remove all solids in the pit	
21	Cover manholes. Ensure that the seal is in position and bolts are secure.	
22	Leave area clean and tidy.	
23	Replace and report any broken covers	

**Notes:-** Report on remedial work undertaken, faults found, replacement and repairs required:

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Service Technician;

Name.....Signature.....Date.....

Client's Representative:-

Name.....Signature.....Date.....

## **Annexure 2.3**

### **Planned Maintenance Activity Schedule**

(Please note: The below Planned Maintenance activity schedule is only indicative and not exhaustive, it is therefore the duty of the contractor to update the Activity Schedule, one (1) month from the date of assuming responsibility as the contracted Service Provider)

**Activity Schedule 1****CONSOLE UNIT – QUARTERLY MAINTENANCE & SERVICE REPORT**

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Serial No: \_\_\_\_\_ Inventory No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Block: \_\_\_\_\_ Core: \_\_\_\_\_ Link: \_\_\_\_\_ Other: \_\_\_\_\_

No		MAINTENANCE INSTRUCTION		No		MAINTENANCE INSTRUCTION							
1		Remove inside cover, clean air filters and if damaged replace filter.		8		Check unit supply air diffusers for damages or air-flow obstruction. Also check unit air intake to ensure free air path with no obstruction.							
2		Clean unit front casing (inside and outside) and grilles. Re-install air filters correctly and ensure that filter frame and media is fitted properly without by-pass or obstruction.		9		Check electrical wiring and controls for hot connections and correct operation, rectify if necessary, check component condition and operation, check electrical supply cable and isolator to ensure clean and safe power supply.							
3		Check thermostat for position, condition, bracketing and test operation.		10		Check that the condensate drain works adequately with no condensate leaks and or damage to components.							
4		Switch fan to low, medium and high speed and check operation. Also check for vibration.		11		Check and record unit:				Heating		Cooling	
								Volts					
								Amps					
5		Switch thermostat control to cooling and check cooling operation and check for abnormal noise and vibration.		12		Check that all grilles are secure and in position, check unit casing for damages and check that unit is properly and rigidly attached to the wall.							
6		Switch fan to low, medium and high speed and check operation. Also check for vibration.		13		Check and record air-flow temperatures °C				Supply:			
										Return:			
7		Switch thermostat control to heating and check heater operation and also check for any abnormal conditions.											

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

## Activity Schedule 2

### CONSOLE UNIT – ANNUAL MAINTENANCE & SERVICE REPORT

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Serial No: \_\_\_\_\_ Inventory No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Block: \_\_\_\_\_ Core: \_\_\_\_\_ Link: \_\_\_\_\_ Other: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION	No	MAINTENANCE INSTRUCTION
1	Remove the unit from the wall casing, record location, unit number and serial number and transport unit to the workshop for a major service in accordance with the following items.	14	Check and rectify all insulation, replace where necessary.
2	Check for gas leaks, repair and top-up with refrigerant as required.	15	Check cooling and heating cycle.
3	Clean air filter or replace filter if necessary.	16	Return unit to the correct location as recorded in No. 1.
4	Chemically (liquid soap) pressure clean condenser coil and comb if necessary.	17	Clean out wall sleeve, check and insure that condenser air divider plates or rubber spacers are in good condition and in place to prevent condenser air bypass.
5	Chemically (liquid soap) pressure clean evaporator coil and comb if necessary.	18	Slide unit into sleeve and fit rigidly to the wall or wall spacer. Ensure that unit slope backwards to prevent condensate water leaks to the inside of the room.
6	Clean condensate drip tray / sump and drain and check for damage to components.	19	Check unit supply air diffusers for damages or air-flow obstruction. Also check unit air intake to ensure free air path with no obstruction.
7	Clean unit casing (inside and outside) and components.	20	Check and reconnect electrical supply cable and isolator to ensure safe power supply and test unit.
8	Check for rust spots, clean, treat and paint if required.	21	Switch fan to low, medium and high speed and check operation. Also check for vibration.
9	Clean and check condenser fan for operation vibration and noise.	22	Switch thermostat control to cooling and check cooling operation. Also check for abnormal noise and vibration.
10	Clean and check evaporator fan for operation, vibration and noise.	23	Switch thermostat control to heating and check heater operation. Also check for any abnormal conditions.
11	Check compressor for operation, vibration and noise and correct if required. Check compressor mountings and replace if necessary.	24	Check and record air-flow temperatures °C
12	Check thermostat for position, condition, bracketing and test operation.	25	Check and record unit:
13	Check electrical wiring and controls for hot connections and correct operation, rectify if necessary, check component condition and operation.		

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Activity Schedule 3

### SPLIT UNIT (Mid-Wall, Under-Ceiling, Ceiling Cassette, Hideaway) –

### QUARTERLY MAINTENANCE & SERVICE REPORT

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Serial No: \_\_\_\_\_ Inventory No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Block: \_\_\_\_\_ Core: \_\_\_\_\_ Link: \_\_\_\_\_ Other: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION			No	MAINTENANCE INSTRUCTION			
A	Indoor Unit (Evaporator)			B	Outdoor Unit (Condenser)			
A1	Remove air filters, clean and re-install correctly and ensure that filter frame and media is fitted properly without by-pass or obstruction.			B1	Check and record refrigerant pressures:- (according to temperature)		Pressure	Temperature
						HP		
						LP		
A2	Check thermostat for position, condition, bracketing and test operation.			B1.1	If refrigerant level is low, trace and repair leak and top-up with refrigerant.			
A2.1	Switch to cooling and check cooling cycle.			B2	Check and clean condenser coil and comb if necessary.			
A2.2	Switch to heating and check heating cycle.			B3	Check for correct condenser air path and ensure that unit is free from any obstruction and recirculation.			
A2.3	Check and adjust thermostat set-points.			B4	Clean and check condenser fan for operation vibration and noise and correct if necessary.			
A3	Clean and check evaporator fan for operation, vibration and noise and rectify if necessary.			B5	Check compressor for operation, vibration and noise and rectify if necessary.			
A4	Clean and check evaporator coil and comb if necessary			B6	Check and repair refrigerant pipe insulation damage, repair and vapour seal if required.			
A5	Clean condensate drip tray and drain pipe, check for free flow of condensate, check for damage to components.			B7	Check electrical wiring, switchgear and controls for hot connections and correct operations rectify if necessary, check component condition and operation.			
A6	Check electrical wiring and controls for hot connections and correct operation, rectify if necessary, check component condition and operation.			B8	Check and record unit:		Heating	Cooling
						Volts		
						Amps		
A7	Check air grilles and diffusers for condition, clean, correct position and adjustment.			B9	Clean unit casing (inside and outside), components and grilles.			
A8	Check unit for abnormal noise and vibration and rectify if necessary.			B10	Check hail guards.			
A9	Clean unit casing (inside and outside), components and grilles.			B11	Check unit mountings, mounting brackets and correct if necessary.			
A10	Check and record air-flow temperatures °C	Supply:		B12	Refit all inspection panels and covers and re-fix screws, bolts and nuts and replace if necessary.			
		Return:						

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Activity Schedule 4****SPLIT UNIT (Mid-Wall, Under-Ceiling, Ceiling Cassette, Hideaway) –****ANNUAL MAINTENANCE & SERVICE REPORT**

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Serial No: \_\_\_\_\_ Inventory No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Block: \_\_\_\_\_ Core: \_\_\_\_\_ Link: \_\_\_\_\_ Other: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION			No	MAINTENANCE INSTRUCTION			
A	Indoor Unit (Evaporator)			B	Outdoor Unit (Condenser)			
A1	Remove air filters, clean and re-install correctly and ensure that filter frame and media is fitted properly without by-pass or obstruction.			B1	Check and record refrigerant pressures:- (according to temperature)		Pressure	Temperature
						HP		
						LP		
A2	Check for gas leaks, repair and top-up with refrigerant as required.			B1.1	If refrigerant level is low, trace and repair leak and top-up with refrigerant.			
A3	Open, clean and check evaporator coil and comb if necessary.			B2	Check for correct condenser air path and ensure that unit is free from any obstruction and recirculation.			
A4	Check and clean evaporator fan blades, check operation, vibration and noise and rectify if necessary.			B3	Open, check and chemically (liquid soap) pressure clean condenser coil and comb if necessary.			
A5	Clean condensate drip tray and treat for corrosion if necessary, clean condensate drain pipe and check for free flow of condensate.			B4	Check and clean condenser fan blades, check operation, vibration and noise and rectify if necessary.			
A6	Check thermostat for position, condition, bracketing and test operation.			B5	Check compressor for operation, vibration and noise and rectify if necessary.			
A6.1	Switch to cooling and check cooling cycle.			B6	Check compressor and unit mountings and mounting brackets and rectify if necessary.			
A6.2	Switch to heating and check heating cycle.			B7	Check refrigerant pipe insulation damage, repair and vapour seal if required.			
A6.3	Check and adjust thermostat set-point.			B8	Clean unit casing (inside and outside), components and grilles.			
A7	Clean unit casing (inside and outside) and components.			B9	Check electrical wiring, switchgear and controls for hot connections and correct operation and rectify if necessary, check component condition and operation.			
A8	Check refrigerant pipe insulation damage, repair and vapour seal if required.			B10	Check and record unit:		Heating	Cooling
						Volts		
						Amps		
A9	Check electrical wiring and controls for hot connections and correct operation, rectify if necessary, check component condition and operation.			B11	Check hail guards.			
A10	Check air grilles and diffusers for condition, clean, correct position and adjustment.			B12	Refit all inspection panels and covers and re-fix screws, bolts and nuts and replace if necessary.			
A11	Check and record air-flow temperatures °C	Supply:						
		Return:						

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc. \_\_\_\_\_

Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_







## Activity Schedule 6

### CHILLED-WATER CEILING CASSETTE - ANNUAL MAINTENANCE & SERVICE REPORT

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Serial No: \_\_\_\_\_ Inventory No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Block: \_\_\_\_\_ Core: \_\_\_\_\_ Link: \_\_\_\_\_ Other: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION	No	MAINTENANCE INSTRUCTION
1	Remove air filters, clean and re-install correctly and ensure that filter frame and media is fitted properly without by-pass or obstruction	9	Set the control to full cooling and check and record the following at the same time:
2	Check condensate pump, clean condensate drip tray and treat for corrosion if necessary, clean condensate drain pipe and check for free flow of condensate.	9.1	Cooling valve % open %
3	Clean unit cooling coil.	9.2	Chilled water entering and leaving temperature °C Entering Leaving
4	Clean unit casing and grilles.	9.3	Cooling coil air entering and leaving temperature °C Entering Leaving
5	Check all electrical and control wiring terminations for solid and clean connections and repair all hot and loose connections.	10	Check for abnormal noise and vibration and rectify if necessary.
6	Check and test all safeties and safety interlocks.	11	Check chilled water piping for water leaks, damaged insulation and condensate from pipes. Clean, dry insulate and vapour seal as required.
7	Check condition and operation of thermostat and control:-	12	Check for deterioration and rust spots, clean treat with rust proof detergent and paint.
7.1	Switch to cooling and check operation of chilled water control valve.	13	Check all air vents in pipe systems and make sure that chilled water systems including cooling coils are free of air and air pockets.
7.2	Switch to heating and check operation of chilled water control valve and heater.	14	Reinstall all inspection panels, covers and re-fix all screws, bolts and nuts and replace if necessary.
7.3	Check and adjust thermostat set-point.	15	Check that ceiling panels around the unit are clean and fitted properly.
8	Check that feeler bulb is not damaged and is in the correct position, rectify if necessary.	16	Check and record air-flow temperatures °C Supply: Return:

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Activity Schedule 7

### CHILLED-WATER FAN-COIL UNIT – QUARTERLY MAINTENANCE & SERVICE REPORT

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Serial No: \_\_\_\_\_ Inventory No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Block: \_\_\_\_\_ Core: \_\_\_\_\_ Link: \_\_\_\_\_ Other: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION		No	MAINTENANCE INSTRUCTION			
1	Remove air filter, clean properly and re-install. Check the condition of the filter material and report to client if replacement is required.		7	Check unit supply air diffusers for damages or air-flow obstruction. Also check unit air intake to ensure free air path with no obstruction.			
2	Clean unit front casing (inside and outside) and grilles. Re-install air filters correctly and ensure that filter frame and media is fitted properly without by-pass or obstruction.		8	Check electrical wiring and controls for hot connections and correct operations, correct if required, check component condition and operation, check electrical supply cable and isolator to ensure clean and safe power supply.			
3	Check thermostat for position, condition, bracketing and test operation.		9	Check that the condensate drain works sufficient with no condensate leaks and or damage of the components. Clean condensate pan and drain piping if required.			
4	Switch fan to low, medium and high speed and check operation. Also check for vibration.		10	Check and record unit		Heating	Cooling
					Volts		
					Amps		
5	Switch thermostat control to full cooling and check chilled water three way valve and cooling operation, also check for abnormal noise and vibration.		11	Check that all grilles are secure and in position, check unit casing for damages and check that unit is properly and rigidly fitted to the wall.			
6	Switch fan to low, medium and high speed and check operation. Also check for vibration.		12	Check and record air-flow and temperatures across cooling coil °C		Air onto coil °C:	
						Supply air °C:	

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Activity Schedule 8

### CHILLED-WATER FAN-COIL UNIT – ANNUAL MAINTENANCE & SERVICE REPORT

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Serial No: \_\_\_\_\_ Inventory No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Block: \_\_\_\_\_ Core: \_\_\_\_\_ Link: \_\_\_\_\_ Other: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION		No	MAINTENANCE INSTRUCTION			
1	Remove air filter, clean properly and re-install. Check the condition of the filter material and report to client if replacement is required.		8	Check unit supply air diffusers for damages or air-flow obstruction. Also check unit air intake to ensure free air path with no obstruction.			
2	Clean unit front casing (inside and outside) and grilles. Re-install air filters correctly and ensure that filter frame and media is fitted properly without by-pass or obstruction.		9	Check electrical wiring and controls for hot connections and correct operations, correct if required, check component condition and operation, check electrical supply cable and isolator to ensure clean and safe power supply.			
3	Check thermostat for position, condition, bracketing and test operation.		10	Check that the condensate drain works sufficient with no condensate leaks and or damage of the components. Clean condensate pan and drain piping if required.			
4	Switch fan to low, medium and high speed and check operation. Also check for vibration.		11	Check and record unit		Heating	Cooling
					Volts		
					Amps		
5	Switch thermostat control to full cooling and check chilled water three way valve and cooling operation, also check for abnormal noise and vibration.		12	Check that all grilles are secure and in position, check unit casing for damages and check that unit is properly and rigidly fitted to the wall.			
6	Switch fan to low, medium and high speed and check operation. Also check for vibration.		13	Check and record air-flow and temperatures across cooling coil °C		Air onto coil °C:	
						Supply air °C:	
7	Clean cooling coil fins and tubes		14	Check for deterioration, rusted metal parts and clean, rustproof treat and paint if required.			

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

## Activity Schedule 9

### DUCTED PACKAGE UNIT – MONTHLY MAINTENANCE & SERVICE REPORT

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Serial No: \_\_\_\_\_ Inventory No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Block: \_\_\_\_\_ Core: \_\_\_\_\_ Link: \_\_\_\_\_ Other: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION		No	MAINTENANCE INSTRUCTION			
1	Remove air filters, clean and re-install correctly and ensure that filter frame and media is fitted properly with no by-pass or obstruction.		18	Calibrate control thermostat.			
2	Check condensate drain and rectify if necessary.		19	Check operation of solenoid valves / cooling steps.			
3	Check condition and operation of thermostat and controls.		20	Clean Condenser coil.			
4	Check electrical wiring and controls for hot connections and correct operation, rectify if necessary, check component condition and operation.		21	Clean Evaporator coil.			
5	Check electrical supply cable and isolator to ensure safe power supply.		22	Inspect Evaporator motor and fan bearings, lubricate if necessary.			
6	Check and record each circuit:- Condenser outlet air temperature at discharge of each running condenser fan.		23	Evaporator: Check fan drives, V-belt condition and alignment and correct or replace if required.			
7	Check starter contactors and switchgear.		24	Evaporator: Clean unit casing (inside and outside), sump and components.			
8	Check Condenser fan for operation, vibration and noise and rectify if necessary.		25	Condenser: Test operation of high pressure switch.			
9	Check Evaporator fan for operation, vibration and noise and rectify if necessary.		26	Condenser: Test operation of low pressure switch.			
10	Check compressor for operation, vibration and noise and rectify if necessary.		27	Check air grilles and diffusers for condition, correct position and adjustment.			
11	Check cooling cycle.		28	Check and repair air leaks on ducting.			
12	Check heating cycle.		29	Check flexible duct connections for leaks and repair as required. Check all diffusers and flexible ducting for correct and free air flow paths.			
13	Check for gas leaks, repair and top-up with refrigerant if required.		30	Check duct insulation and repair all damaged insulation.			
14	Check pipe insulation for damage, repair and vapour seal if required.		31	Evaporator: Check unit casing and make sure that all panels and joints seal properly.			
15	Check safeties.		32	Check condition of all metal sections and take preventative care on any deterioration. De-rust, treat with rust proof detergent and paint as required.			
16	Check unit and unit casing, clean and position properly if required.		33	Check refrigerant flow across liquid line filter driers and suction filters and replace if required.			
17	Check thermostat sensing bulb for position and bracketing.		34	Check and record refrigerant pressures:- (according to temperature)		Pressure	Temperature
					HP		
					LP		

## Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

No	MAINTENANCE INSTRUCTION				No	MAINTENANCE INSTRUCTION			
DUCTED PACKAGE UNIT – MONTHLY						Activity <b>Schedule</b> Page 2			
35	Check and record air-flow temperatures. °C	Supply:			37	Check and log air quality reading.			
		Return:							
36	Check unit amperage and voltage against manufacturer's data.		Volts	Amps	38	Reinstall all inspection panels and covers and re-fix all screws, bolts and nuts and replace if necessary.			
		Red							
		White							
		Blue							

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

[illegible]

## Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

## Activity Schedule 10

### DUCTED PACKAGE UNIT – ANNUAL MAINTENANCE & SERVICE REPORT

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Serial No: \_\_\_\_\_ Inventory No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Block: \_\_\_\_\_ Core: \_\_\_\_\_ Link: \_\_\_\_\_ Other: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION		No	MAINTENANCE INSTRUCTION			
1	Remove air filters, clean and re-install correctly and ensure that filter frame and media is fitted properly with no by-pass or obstruction.		18	Calibrate control thermostat.			
2	Check, chemically (liquid soap) clean condensate drain and rectify if necessary.		19	Check operation of solenoid valves / cooling steps.			
3	Check condition and operation of thermostat and controls.		20	Chemically (liquid soap) clean condenser coil.			
4	Check electrical wiring and controls for hot connections and correct operation, rectify if necessary, check component condition and operation.		21	Chemically (liquid soap) clean evaporator coil.			
5	Check electrical supply cable and isolator to ensure safe power supply.		22	Evaporator: Inspect motor and fan bearings, lubricate if necessary.			
6	Check and record each circuit- Condenser outlet air temperature at discharge of each running condenser fan.		23	Evaporator: Check fan drives, V-belt condition and alignment and correct or replace if required.			
7	Check starter contactors and switchgear.		24	Evaporator: Clean unit casing (inside and outside), sump and components			
8	Check Condenser fan for operation vibration and noise and rectify if necessary.		25	Condenser: Test operation of high pressure switch.			
9	Check Evaporator fan for operation, vibration and noise and rectify if necessary.		26	Condenser: Test operation of low pressure switch.			
10	Check compressor for operation, vibration and noise and rectify if necessary.		27	Check air grilles and diffusers for condition, correct position and adjustment.			
11	Check cooling cycle.		28	Check and repair air leaks on ducting.			
12	Check heating cycle.		29	Check flexible duct connections for leaks and repair as required. Check all diffusers and flexible ducting for correct and free air flow paths.			
13	Check for gas leaks, repair and top-up with refrigerant if required.		30	Check duct insulation and repair all damaged insulation.			
14	Check repair for pipe insulation damage, repair and vapour seal if required.		31	Evaporator: Check unit casing and make sure that all panels and joints seal properly.			
15	Check safeties.		32	Check condition of all metal sections and take preventative care on any deterioration. De-rust, treat with rust proof detergent and paint as required.			
16	Check unit and unit casing, clean and position properly if required.		33	Check refrigerant flow across liquid line filter driers and suction filters and replace if required.			
17	Check thermostat sensing bulb for position and bracketing.		34	Check and record refrigerant pressures:- (according to temperature)		Pressure	Temperature
					HP		
					LP		

## Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

No	MAINTENANCE INSTRUCTION				No	MAINTENANCE INSTRUCTION			
DUCTED PACKAGE UNIT – ANNUAL						Activity Schedule Page 2			
35	Check and record air-flow temperatures. °C	Supply:			37	Check and log air quality reading.			
		Return:							
36	Check unit amperage and voltage against manufacturer's data.		Volts	Amps	38	Reinstall all inspection panels and covers and re-fix all screws, bolts and nuts and replace if necessary.			
		Red							
		White							
		Blue							

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

[illegible]

## Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Activity Schedule 11

### EXTRACTION FAN UNIT – MONTHLY MAINTENANCE & SERVICE REPORT

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Serial No: \_\_\_\_\_ Inventory No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Block: \_\_\_\_\_ Core: \_\_\_\_\_ Link: \_\_\_\_\_ Other: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION	No	MAINTENANCE INSTRUCTION
1	Check electrical wiring and controls for hot connections and correct operation, rectify if necessary, check component condition and operation.	8	Check bolts not corroded and fastened.
2	Check electrical supply cable and isolator to ensure safe power supply. Check starter contactors and switchgear.	9	Check condition of anti-vibration mountings and replace if necessary.
3	Check air grilles and diffusers for condition, correct position and adjustment.	10	Clean unit casing.
4	Check fan for operation, vibration and noise and rectify if necessary.	11	Check and clean air vents.
5	Check condition of all metal sections and take preventative care on any deterioration. De-rust, treat with rust proof detergent and paint as required.	12	Clean plant room and floor.
6	Check and repair air leaks on ducting.	13	Replace all inspection panels and covers and re-fix all screws, bolts and nuts and replace if necessary.
7	Check housing of extractor fan not damaged and if support brackets are secure.		

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

## Activity Schedule 12

### COLD / FREEZER ROOMS – MONTHLY MAINTENANCE & SERVICE REPORT

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Serial No: \_\_\_\_\_ Inventory No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Block: \_\_\_\_\_ Core: \_\_\_\_\_ Link: \_\_\_\_\_ Other: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION		No	MAINTENANCE INSTRUCTION		
A	<b>Indoor Unit (Evaporator)</b>		B	<b>Outdoor Unit (Condenser)</b>		
A1	Check for gas leaks, repair and top-up with refrigerant as required.		B1	Check and record refrigerant pressures:- (according to temperature)	Pressure	Temperature
					HP	
					LP	
A2	Clean condensate drip tray and treat for corrosion if necessary, clean condensate drain pipe and check for condensate free flow		B2	Check for correct condenser air path and ensure that unit is free from any obstruction and recirculation		
A3	Check defrost element for operation		B3	Check compressor for operation, vibration and noise and correct if required		
A4	Check thermostat for position, condition, bracketing and test operation.		B4	Check compressor and unit mountings and mounting brackets and correct if required.		
A5	Check and adjust thermostat set-point		B5	Check refrigerant pipe insulation for damage, repair and vapour seal if required		
A6	Clean unit casing and components inside and outside.		B6	Check hail guards		
A7	Check refrigerant pipe insulation for damage, repair and vapour seal if required		B7	Refit all inspection panels and covers and re fix screws, bolts and nuts and replace if necessary.		
A8	Check and record air-flow temperatures °C	Supply:				
		Return:				

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Activity Schedule 13

### COLD / FREEZER ROOMS – ANNUAL MAINTENANCE & SERVICE REPORT

Building No: \_\_\_\_\_ Place Code: \_\_\_\_\_ Building Name: \_\_\_\_\_

Unit Description: \_\_\_\_\_ Serial No: \_\_\_\_\_ Inventory No: \_\_\_\_\_

Location: \_\_\_\_\_ Floor: \_\_\_\_\_ Block: \_\_\_\_\_ Core: \_\_\_\_\_ Link: \_\_\_\_\_ Other: \_\_\_\_\_

No	MAINTENANCE INSTRUCTION		No	MAINTENANCE INSTRUCTION		
A	<b>Indoor Unit (Evaporator)</b>		B	<b>Outdoor Unit (Condenser)</b>		
A1	Check for gas leaks, repair and top-up with refrigerant as required.		B1	Check and record refrigerant pressures:- (according to temperature)	Pressure	Temperature
					HP	
					LP	
A2	Open, clean and check evaporator coil and comb if necessary		B2	Check for correct condenser air path and ensure that unit is free from any obstruction and recirculation		
A3	Check and clean evaporator fan blades, check operation, vibration and noise and correct if required		B3	Open, check and chemically pressure clean condenser coil with liquid soap and comb if necessary		
A4	Clean condensate drip tray and treat for corrosion if necessary, clean condensate drain pipe and check for condensate free flow		B4	Check and clean condenser fan blades, check operation, vibration and noise and correct if required.		
A5	Check defrost element for operation		B5	Check compressor for operation, vibration and noise and correct if required		
A6	Check thermostat for position, condition, bracketing and test operation.		B6	Check compressor and unit mountings and mounting brackets and correct if required.		
A7	Check and adjust thermostat set-point		B7	Check refrigerant pipe insulation for damage, repair and vapour seal if required		
A8	Clean unit casing and components inside and outside.		B8	Check electrical wiring, switchgear and controls for hot connections and correct operations and correct if required, check component condition and operation.		
A9	Check refrigerant pipe insulation for damage, repair and vapour seal if required		B9	Check hail guards		
A10	Check electrical wiring and controls for hot connections and correct operations, correct if required, check component condition and operation.		B10	Refit all inspection panels and covers and re fix screws, bolts and nuts and replace if necessary.		
A11	Check and record air-flow temperatures °C	Supply:				
		Return:				

**Notes:** Report on faults identified, remedial action, replacements, repairs required, etc.

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Service Technician

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Representative

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

Transnet Property

Contract number: TP/2022/04/0013/RFQ

Description of the Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

### Gatekeepers (Mandatory)

1. Submit a proof of valid CIDB minimum grade 3GB
2. Submit valid letter of Good Standing for Compensation of Occupational Injuries and Diseases Act (COIDA) from department of Labour or its agencies
3. Submit recently certified proof of the Electrician registrations as an Installation Electrician (IE) with Department of Labor and Employment. (This can be subcontracted)
4. Recently Certified Proof of registration as an electrical contractor with Department of Labour (This can be subcontracted) (If subcontracting, the signed subcontracting agreement should be submitted)
5. Submit recently certified copy of Trade Test Certification (Red Seal) for the Plumbing Artisan

All certified copies must not be older than three (3) months from the closing date of this tender.

Functionality criteria	Sub-Criteria	Sub-Criteria Points Allocation	Maximum number of points	
<b><u>Key Person and Management of CV</u></b>	<b>Experience: Electrician</b> – evidence in the form of CV		<b>10</b>	
	No CV attached/no experience	0		
	Electrical Installation/Maintenance experience (related to the works) <1yr	2		
	Electrical Installation/Maintenance experience (related to the works) >=1yr, <3yrs.	4		
	Electrical Installation/Maintenance experience (related to the works) >=3yr, <6yrs.	6		
	Electrical Installation/Maintenance experience (related to the works) >=6yr, <8yrs.	8		
	Electrical Installation/Maintenance experience (related to the works) >=8yrs	10		
	<b>Experience: Plumbing Artisan</b> - evidence in the form of CV			<b>10</b>
	No CV attached/no experience	0		
	Plumbing Installation/Maintenance experience (related to the works) < 1yr	2		
	Plumbing Installation/Maintenance experience (related to the works) >=1 yr, 3yrs.	4		
	Plumbing Installation/Maintenance experience (related to the works) >=3yrs, <6yrs.	6		
	Plumbing Installation/Maintenance experience (related to the works) >=6yrs, <8yrs.	8		
	Plumbing Installation/Maintenance experience (related to the works) >=8yrs.	10		
	<b>Company Experience: Electrical Maintenance/Installation</b>			
<b>Company Previous Experience</b>	No previous experience provided	0		

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	<p>Bidder has provided a minimum of &gt; 1, &lt;= 2 proof of previous experience in electrical installation maintenance or new installation.</p> <p>Attach proof of the experience in the form of letters of recommendation from previous client OR award letters OR purchase order OR signed contract</p>	2	20
	<p>Bidder has provided a minimum of &gt; 2, &lt;= 4 proof of previous experience in electrical installation maintenance or new installation.</p> <p>Attach proof of the experience in the form of letters of recommendation from previous client OR award letters OR purchase order OR signed contract</p>	5	
	<p>Bidder has provided a minimum of &gt; 4, &lt;= 6 proof of previous experience in electrical installation maintenance or new installation.</p> <p>Attach proof of the experience in the form of letters of recommendation from previous client OR award letters OR purchase order OR signed contract</p>	8	
	<p>Bidder has provided a minimum of &gt; 6 proof of previous experience in electrical installation maintenance or new installation.</p> <p>Attach proof of the experience in the form of letters of recommendation from previous client OR award letters OR purchase order OR signed contract</p>	10	
<b>Company Experience: General building maintenance/Plumbing Installation/Maintenance</b>			
	<p>Bidder has provided a minimum of &gt; 1, &lt; 2 proof of previous experience in general building/plumbing maintenance or new installation.</p> <p>Attach proof of the experience in the form of letters of recommendation from previous client accompanied by award letters, purchase order, signed contract</p>	2	
	<p>Bidder has provided a minimum of &gt; 2, &lt; 4 proof of previous experience in general building/plumbing maintenance or new installation.</p> <p>Attach proof of the experience in the form of letters of recommendation from previous client OR award letters OR purchase order OR signed contract</p>	5	
	<p>Bidder has provided a minimum of &gt; 4, &lt; 6 proof of previous experience in general building/plumbing maintenance or new installation.</p> <p>Attach proof of the experience in the form of letters of recommendation from previous client OR award letters OR purchase order OR signed contract</p>	8	
	<p>Bidder has provided a minimum of &gt;= 6 proof of previous experience in general building/plumbing maintenance or new installation.</p> <p>Attach proof of the experience in the form of letters of recommendation from previous client OR award letters OR purchase order OR signed contract</p>	10	

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<b>Quality Plan:</b> Key Elements of Quality management: 1. <i>Quality Policy</i> 2. <i>Quality Manual</i> 3. <i>Organizational Structure &amp; Responsibility</i> 4. <i>Internal Process</i> 5. <i>Continuous Improvement</i> 6. <i>Document Control</i>	No evidence of Quality Management or No quality plan	0	<b>20</b>
	Document with $\leq 3$ key elements of Quality Management	5	
	Document with 4 key elements of Quality Management	10	
	Document with 5 key elements of Quality Management	15	
	Document with 6 key elements of Quality Management	20	
<b>Risk Assessment</b> (Specific to the provision of General Building maintenance) ( <b>Key elements of a Risk Assessment (RA) Tasks Identification, Hazards, Risks Identification, Risk Rating, Control Measures/Treatment, Risk Rating, residual risk and treatment thereof</b> )	The tenderer has submitted no information to determine a score (i.e. No Risk assessment provided).	0	20
	The tenderer has submitted risk assessment, encompassing less than Four (4) elements with adequate detail and is relevant to the scope.	5	
	The tenderer has submitted risk assessment, encompassing five (5) elements with adequate detail and is relevant to the scope.	10	
	The tenderer has submitted risk assessment, encompassing six (6) elements with adequate detail and is relevant to the scope.	15	
	The tenderer has submitted a risk assessment, encompassing all the key seven (7) elements with adequate detail and is relevant to the scope.	20	
<b>Methodology</b> (Specific to the provision of General Building maintenance, HVAC, electrical) <i>Key elements</i> 1. <i>Health and safety (including PPE)</i> 2. <i>maintenance approach</i> 3. <i>Quality control,</i> 4. <i>Quality assurance</i> 5. <i>Applicable Standards and regulations</i> 6. <i>Compliance to maintenance schedules</i> 7. <i>Compliance to key performance indicators</i>	No submission or method statement does not refer to the general building works	0	20
	Method statement only covers $\geq 1 < 3$ of the key elements on how the contractor will execute the maintenance works	5	
	Method statement covers $\geq 3 < 5$ of the key elements on how the contractor will execute the maintenance works	10	
	Method statement covers $\geq 5 < 7$ of the key elements on how the contractor will execute the maintenance works	15	
	Method statement covers 7 of the key elements on how the contractor will execute the maintenance works	20	
<b>Maximum possible score functionality</b>			<b>100</b>

Bids that fail to achieve 80 points out of 100 points for functionality (Technical Evaluation) shall be disqualified.



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Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

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## **T2.1 List of Returnable Documents**

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

#### **T2.2-2 Stage One as per CIDB: Eligibility Criteria Schedule**

- Submit proof of valid Minimum CIDB Grade 3GB.

#### **T2.2-3 Stage Two as per CIDB: Eligibility Criteria Schedule**

- Submit valid letter of Good Standing for Compensation of Occupational Injuries and Diseases Act (COIDA) from department of Labour or its agencies
- Submit recently certified proof of the Electrician registrations as an Installation Electrician (IE) with Department of Labour and Employment. **(This can be subcontracted) (If subcontracting, the signed subcontracting agreement should be submitted)**
- Certified Proof of registration as an electrical contractor with Department of Labour **(This can be subcontracted) (If subcontracting, the signed subcontracting agreement should be submitted)**
- Submit recently certified copy of Trade Test Certification (Red Seal) for the Plumbing Artisan
- C1.1: Fully Completed Offer portion of Form of Offer & Acceptance.
- C2. Fully Completed Pricing Data (C2.2 Price List, C2.3 Labour Rates).

### **2.1.2 Stage Three as per CIDB: these schedules will be utilised for evaluation purposes:**

- T2.2-4 Evaluation Schedule: Key Personnel Experience & CV's
- T2.2-5 Evaluation Schedule: Quality Management
- T2.2-6 Evaluation Schedule: Previous experience
- T2.2-7 Evaluation Schedule: Method Statement
- T2.2-8 Evaluation Schedule: Risk Elements

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-10 Availability of equipment and other resources
- T2.2-11 Site Establishment requirements
- T2.2-13 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)

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Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

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T2.2-14 Authority to submit tender

T2.2-15 Record of addenda to tender documents

**Agreement and Commitment by Tenderer:**

T2.2-16: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-17: Capacity and Ability to meet Delivery Schedule

T2.2-18: Certificate of Acquaintance with Tender Document

T2.2-19 Health and Safety Questionnaire

T2.2-20 RFQ – Breach of Law

T2.2-21 Service Provider Integrity Pact

T2.2-22 Supplier Code of Conduct

T2.2-23: Non-Disclosure Agreement

T2.2-25 RFQ Declaration Form

T2.2-26 Addendum to SDF – POPI Consent

**1.3.2 Bonds/Guarantees/Financial/Insurance:**

T2.2-27 Three (3) years audited financial statements

**1.3.3 Transnet Vendor Registration Form:**

T2.2-24 Transnet Vendor Registration Form

**2.2 C1.1 Offer portion of Form of Offer & Acceptance**

**2.3 C1.2 Contract Data**

**2.5 C2.1 Pricing Instructions (Activity Schedule)**

**2.6 C2.2 Activity Schedule**

**2.7 Valid Tax Clearance Certificate**

**2.8 Valid BBBEE Certificate of Sworn affidavit**





## C1.1: Form of Offer & Acceptance

### Offer

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

**Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.**

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:



Transnet Property

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Description of Services: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

(Insert name and address of organisation)

Name &  
signature of  
witness

Date



## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	_____	_____
Date	_____	_____

## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	2
C2.3	Labour Rates	1

## C2.1 Pricing instructions: Option A

### 1.1 The *conditions of contract*

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

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified 11  
and defined  
terms 11.2

(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.

### 1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. **The Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.**

1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

## C2.2 Price List

### 1. Key Persons\*- Price include travelling cost for 100km radius from Taxido Junction in Vereening

Item no	Description	Quantity	Hours	Rate/Hour	Amount = (Quantity X Hours X Rate/Hour)
1.1.	Electrician	1	650	R	R
1.2.	HVAC Technician	1	320	R	R
1.3.	Plumbing Artisan	1	650	R	R
1.4.	Builder	1	650	R	R
1.5.	Semi-skilled assistant	1	650	R	R
<b>Total</b>					R

### 2. Provisional Sum

Item no	Description	Amount
2.1.	Provisional Sum for Material and ad-hoc	R 841 924,76

### PRICE LIST SUMMARY

Items	Description (Total)	Cost for 12 Months
1.	Key Persons	R
2.	Provisional Sum	R 841 924,76
	<b>GRAND TOTAL</b>	R

**Transfer the Grand Total to Form of Offer and Acceptance**

## C2.3 Labour Rates

All Rates must be excluding VAT.

1. **Overtime weekdays and Saturday:**

Electrician	R...../ hour.
HVAC Technician	R...../ hour.
Plumbing Artisan	R...../ hour.
Builder	R...../ hour.
Semi-skilled assistant	R...../ hour.

2. **Sundays and Public Holidays:**

Electrician	R...../ hour.
HVAC Technician	R...../ hour.
Plumbing Artisan	R...../ hour.
Builder	R...../ hour.
Semi-skilled assistant	R...../ hour.

3. Travelling costs R...../ km as per AA rates

4. Mark up (third party procured items/services) on materials and spares:

MARK-UP ON MATERIALS	
VALUE of MATERIAL	% MARK-UP
R0 up to R9 999.99	20
R10 000.00 up to R49 999.99	18
R50 000.00 up to R99 999.99	15
R100 000.00 up to R199 999.99	10
R200 000.00 and above.	10

5. **Contractor** will provide Transnet Property with a minimum of 2 (Two) quotations to ensure the most feasible pricing is achieved.

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Transnet Corporate Centre Carlton Centre 150 Commissioner street Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Property Carlton Centre 150 Commissioner street Johannesburg 2000</b>
	Tel No.	<b>xxxxxx</b>



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Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other asserts in the Vaal surrounding area for a Period of 12 Months.

10.1	The <i>Service Manager</i> is (name):	XXXX
	Address	XXXX
	Tel	XXXX
	e-mail	XXXX
11.2(2)	The Affected Property is	TAXIDO JUNCTION AND OTHER ASSETS IN THE VAAL ZONE
11.2(13)	The <i>service</i> is	Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other asserts in the Vaal surrounding area for a Period of 12 Months.
11.2(14)	The following matters will be included in the Risk Register	None
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	2 weeks
<b>2</b>	<b>The Contractor's main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	12 Months
<b>4</b>	<b>Testing and defects</b>	No additional data is required for this section of the <i>conditions of contract</i> .
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	25 <sup>th</sup> (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.

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51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	None
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employers</i> risks	<b>1.None</b>
84.1	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>Service Provide</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>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.</b>
84.1	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:	<b>The total of the prices.</b>
84.1	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:	<b>The total of the prices.</b>
84.1	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:	<b>The total of the prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
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	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	

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Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

W1.1	The <i>Adjudicator</i> is (Name)	<b>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>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
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	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>  <b>Gauteng</b>  <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	<b>C3</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Total of the prices</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>Total of the prices</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>Total of the prices.</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>Total of the Prices.</b>
X18.5	The <i>end of liability date</i> is	<b>1 years after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	

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X19.5 The *Contractor* submits a Task Order programme to the *Service Manager* within **2(two) days of receiving the Task Order**

## **Z Additional conditions of contract**

### **Z1 Obligations in respect of Termination**

Z1.1 The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

Z1.2 Termination Table The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z1.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

### **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"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> <li>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.</li> <li>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.</li> </ol>
<b>Z3</b>	<b>Additional clause relating to Collusion in the Construction Industry</b>
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.
<b>Z4</b>	<b>Protection of Personal Information Act</b>
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
<b>Z.5</b>	<b>Obligations in respect of Subcontracting (If applicable)</b>
Z5.1	It will be a material term of this contract that the <i>Contractor</i> must subcontract a minimum of 30% of the value of the contract.
Z5.2	The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2 .... will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet the material term of the contract, which may constitute a reason for termination.

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Z5.3	The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
Z5.4	<p>Insert addition to Clause 26.2. The <i>Contractor</i> may not replace any sub-contractor without acceptance of the <i>Service Manager</i>. The <i>Service Manager</i> shall before acceptance of a replacement by the <i>Contractor</i> of any sub-contractor as detailed in the tender submission Returnable T2.2 ...., obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement.</p> <p>The sub-contracting arrangement/contract remains between the <i>Contractor</i> and sub-contractor.</p>

---

## 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	C2 Pricing Data C2 Pricing Data
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	C3
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are: <b><i>Electrician</i></b> 1.Name: Job: Responsibilities: Qualifications: Experience: <b><i>Plumber</i></b> 2.Name: Job: Responsibilities: Qualifications:	  ..... ..... ..... ..... .....  ..... ..... ..... .....

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Experience: .....

**HVAC Artisan**

3. Name: .....

Job .....

Responsibilities: .....

Qualifications: .....

Experience: .....

**CV's (and further key person's data including  
CVs) are in .....**

---

<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>C2</b>
11.2(19)	The tendered total of the Prices is	<b>R</b>

---



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

### Note to tenderers:

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

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 **Valid CIDB Grade 3GB or higher** class of construction work, are eligible to have their tenders evaluated.

### 2. 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 in the CIDB grade of **minimum 3GB** and above class of construction work, are eligible to have their tenders evaluated; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **Valid CIDB grade minimum 3GB** and above class of construction work, are eligible to have their tenders evaluated or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- the Contractor shall provide the employer with a certified copy of its signed joint venture agreement to be submitted with the proposal;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.



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## **T2.2-3 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:

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

## T2.2-4: Evaluation Schedule - CV's of Key Personnel

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
  - i. Relevant experience - Electrical Installation/Maintenance experience related to the works for a minimum number of 1 year.
  - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

As a minimum each CV should address the following, but not limited to;

- i. Personal particulars
  - a. Name
  - b. Place (s) of tertiary education and dates associated therewith
  - c. Professional awards
- ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- iii. Name of current employer and position in enterprise
- iv. Overview of post graduate experience (year, organization and position)
- v. Outline of recent assignments / experience that has a bearing on the Scope of Works

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	<b>Electrician</b>		
2	<b>Plumbing Artisan</b>		
3			
4			
5			

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The scoring of the Management & CV's of Key Persons will be as follows:

<b>Experience: Electrician – evidence in the form of CV</b>	
No CV attached/no experience	0
Electrical Installation/Maintenance experience (related to the works) <1yr	2
Electrical Installation/Maintenance experience (related to the works) >=1yr, <3yrs.	4
Electrical Installation/Maintenance experience (related to the works) >=3yr, <6yrs.	6
Electrical Installation/Maintenance experience (related to the works) >=6yr, <8yrs.	8
Electrical Installation/Maintenance experience (related to the works) >=8yrs	10
<b>Experience: Plumbing Artisan - evidence in the form of CV</b>	
No CV attached/no experience	0
Plumbing Installation/Maintenance experience (related to the works) < 1yr	2
Plumbing Installation/Maintenance experience (related to the works) >=1yr, 3yrs.	4
Plumbing Installation/Maintenance experience (related to the works) >=3yrs, <6yrs.	6
Plumbing Installation/Maintenance experience (related to the works) >=6yrs, <8yrs.	8
Plumbing Installation/Maintenance experience (related to the works) >=8yrs.	10

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

.....

.....

.....

.....

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## T2.2-5: Evaluation Schedule – Quality Management

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Quality Management Standard.

The tenderer shall as a minimum submit the following:

- Project Quality Plan which satisfies the technical and quality requirements of the *works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.
- Project specific Quality data book index.
- Index/List of procedures and method statements to be used during the contract.
- Quality Control Plans Specific to the Works Information not limited to the following:
  - Civil works
  - Building works

These Q.C.P's shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witnessing and hold points.

- A signed Quality Policy based on International Organisation for Standardisation (ISO 9001:2008) that displays the five key policy requirements. These requirements include:
  1. Is appropriate to the purpose of the organisation,
  2. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
  3. Provides a framework for establishing and reviewing quality objectives,
  4. Is communicated and understood within the organisation, and
  5. Is reviewed for continuing suitability.

### Attached submissions to this schedule:

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

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The scoring of the Quality Management will be as follows:

No evidence of Quality Management or No quality plan	0
Document with $\leq 3$ key elements of Quality Management	5
Document with 4 key elements of Quality Management	10
Document with 5 key elements of Quality Management	15
Document with 6 key elements of Quality Management	20

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## T2.2-6: Evaluation Schedule: Previous Experience

### Note to tenderers:

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

- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:
  - Electrical Maintenance/Installation
  - General building maintenance/Plumbing Installation/Maintenance
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

### Index of documentation attached to this schedule

	DOCUMENT NAME
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>5</b>	
<b>6</b>	
<b>7</b>	

## T2.2-7: Evaluation Schedule: Method Statement

### Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

- A detailed method statement is required which will cover the 7 of the key elements on how the contractor will execute the maintenance works.

A detailed technical specification issued with this document, the contractor is to design, manufacture and install his equipment in accordance to the specifications issued by the Employer and as annexed to this document. The contractor is to clearly indicate any qualifications or deviations with the technical specification at the time of submission of their Tender.

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

- Order and timing of the audits, inspection and design milestones that will take place in order to provide the *Works*.
- Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.

or

In addition to general methodology for the project please provide specific information for the following points:

- As per the scope of work.

**Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below, and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an "acceptable" score should they not provide the information as required in this Returnable.**

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

No submission or method statement does not refer to the general building works	0
Method statement only covers $\geq 1 < 3$ of the key elements on how the contractor will execute the maintenance works	5
Method statement covers $\geq 3 < 5$ of the key elements on how the contractor will execute the maintenance works	10
Method statement covers $\geq 5 < 7$ of the key elements on how the contractor will execute the maintenance works	15
Method statement covers 7 of the key elements on how the contractor will execute the maintenance works	20





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## T2.2-10: Availability of Equipment and Other Resources

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

[illegible]

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## T2.2-11: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

[illegible]



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## T2.2-12 Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

<b>Total Health and Safety Estimate (R)</b>	
<b>Total Estimate Value (R)</b>	
<b>H&amp;S Cost as % of Tender value</b>	

## T2.2-13: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the *works*.

### Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

**Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.**

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Work	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

Name of Proposed Subcontractor			Address		Nature of work		Amount of Work	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

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Name of Proposed Subcontractor			Address		Nature of work		Amount of Work	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

Name of Proposed Subcontractor			Address		Nature of work		Amount of Work	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	



## T2.2-14: 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

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## 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.



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### 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



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#### **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



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## T2.2-15: 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		
10		
11		
12		
13		
14		
15		

## T2.2-16: 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 returned as a tender requirement.**

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

**Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.**

**Section 10: The attached SBD9 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;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

**SBD 4**

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## DECLARATION OF INTEREST

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

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

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

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<sup>1</sup> "State" means –

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

**SBD 4**

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

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

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

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

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

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

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

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

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

**YES / NO**

2.7.1 If so, furnish the following particulars:

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

\_\_\_\_\_

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

\_\_\_\_\_

- Position occupied in the state institution:

\_\_\_\_\_

Any other particulars:

\_\_\_\_\_

\_\_\_\_\_

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

**SBD 4**

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

**YES / NO**

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

**YES / NO**

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

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

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

**YES / NO**

2.8.1 If so, furnish particulars:

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

**YES / NO**

2.8.2 If so, furnish particulars.

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**SBD 4**

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

**YES/NO**

2.9.1 If so, furnish particulars.

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

**YES/NO**

2.10.1 If so, furnish particulars:

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

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

**SBD 4**

#### **4 DECLARATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

**SBD 6****1. DECLARATION WITH REGARD TO COMPANY/FIRM**

1.1 Name of company/firm: \_\_\_\_\_

1.2 VAT registration number: \_\_\_\_\_

1.3 Company registration number: \_\_\_\_\_

1.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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1.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

1.7 Total number of years the company/firm has been in business: \_\_\_\_\_

1.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;



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

## WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

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

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

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



4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**SBD 8**

**CERTIFICATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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



## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**SBD 9**

**CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

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(Quote Number and Description)

in response to the invitation for the quote made by:

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(Name of Institution)

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

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

(Name of Bidder)

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

**SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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



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

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Signature

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Date

---

Position

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Name of bidder



Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other asserts in the Vaal surrounding area for a Period of 12 Months.

## **T2.2-17: Capacity and Ability to meet Delivery Schedule**

### **Note to tenderers:**

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

A schedule detailing the following:

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

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

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

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## **T2.2-18: Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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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:

Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other asserts in the Vaal surrounding area for a Period of 12 Months.

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

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

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SIGNATURE OF TENDERER

## T2.2-19: Health and Safety Questionnaire

### Health, Safety Questionnaire

<b>1. SAFE WORK PERFORMANCE</b>													
1A. Injury Experience / Historical Performance - Alberta													
Use the previous three years injury and illness records to complete the following:													
Year													
Number of medical treatment cases													
Number of restricted work day cases													
Number of lost time injury cases													
Number of fatal injuries													
Total recordable frequency													
Lost time injury frequency													
Number of worker manhours													
<table border="1"> <tr> <td>1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table>				1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician	2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties	3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day	4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours	5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician												
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties												
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day												
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours												
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours												
1B. Workers' Compensation Experience													
Use the previous three years injury and illness records to complete the following (if applicable):													
Industry Code:		Industry Classification:											
Year													
Industry Rate													
Contractor Rate													
% Discount or Surcharge													
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No											
<b>2. CITATIONS</b>													
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:												
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:												





Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

<b>3. CERTIFICATE OF RECOGNITION</b>	
Does your company have a Certificate of Recognition? <input type="checkbox"/> Yes <input type="checkbox"/> No   If Yes, what is the Certificate No. _____ Issue Date _____	

<b>4. SAFETY PROGRAM</b>					
Do you have a written safety program manual?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, provide a copy for review					
Do you have a pocket safety booklet for field distribution?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, provide a copy for review					
Does your safety program contain the following elements:					
	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

<b>5. TRAINING PROGRAM</b>					
5A. Do you have an orientation program for new hire employees? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, include a course outline. Does it include any of the following:					
	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

<b>5B. Do you have a program for training newly hired or promoted supervisors?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, submit an outline for evaluation. Does it include instruction on the following:					
	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**  

Do you conduct safety inspections? Yes   No   Weekly   Monthly   Quarterly  
☐   ☐   ☐   ☐   ☐

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).  
 \_\_\_\_\_  
 \_\_\_\_\_

Who follows up on inspection action items? \_\_\_\_\_

Do you hold site safety meetings for field employees? If Yes, how often?  
Yes   No   Daily   Weekly   Biweekly  
☐   ☐   ☐   ☐   ☐

Do you hold site meetings where safety is addressed with management and field supervisors?  
Yes   No   Weekly   Biweekly   Monthly  
☐   ☐   ☐   ☐   ☐

Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ No

Is the process documented? ☐ Yes ☐ No

Who leads the discussion? \_\_\_\_\_

Do you have a hazard assessment process? ☐ Yes ☐ No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?  
 \_\_\_\_\_  
 \_\_\_\_\_

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?  
☐ Yes ☐ No

How does your company measure its H&S success?  

- Attach separate sheet to explain

## 7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 8 PERSONNEL

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

## 9 REFERENCES

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number

Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other asserts in the Vaal surrounding area for a Period of 12 Months.

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## T2.2-20: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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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\_\_\_\_

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SIGNATURE OF TENDER



Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

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## **T2.2-21: Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

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## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration,

gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

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

- 3.1 The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:
  - a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

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

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

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



- 3.6 A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.
- 3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;

- b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application

from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.

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

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

- 6.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer / Service Provider / Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer / Service Provider / Contractor. However, the proceedings with the other Tenderer / Service Provider / Contractor may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer / Service Provider / Contractor;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer / Service Provider / Contractor, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Tenderer / Service Provider; and
  - f) Exclude the Tenderer / Service Provider / Contractor from entering into any Tender with Transnet in future.

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to

affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

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

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

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

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

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

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

## 10 MONITORING

10.1 Transnet will be responsible for appointing an independent Monitor to:

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

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

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

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

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

## 12 DISPUTE RESOLUTION

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

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



Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

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### **13 GENERAL**

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

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



## **T2.2-22 : 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;
  - 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.

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- 
- 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.

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### ***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



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## **T2.2-23: NON-DISCLOSURE AGREEMENT**

**[01 JULY 2020]**

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**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**

(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:

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

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
  - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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



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## 7. ADEQUACY OF DAMAGES

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

## 8. PRIVACY AND DATA PROTECTION

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

## 9. GENERAL

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

Signed

Date

Name

Position

Tenderer

## T2.2-24 SUPPLIER DECLARATION FORM

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

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

### General Terms and Conditions:

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

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

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

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

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

**1. If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website [www.thedti.gov.za](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipic.co.za](http://www.cipic.co.za).

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

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

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

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

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

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

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

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

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

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

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## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

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

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

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Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
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Does your company have a valid proof of B-BBEE status?							Yes		No			
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9
Majority Race of Ownership												
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership					% Black Youth Ownership			
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans								
<b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C and D: <ul style="list-style-type: none"><li>Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency:</li></ul>												

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- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
<b>EMPOWERING SUPPLIER</b>  An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.  In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	YES <input type="radio"/> NO <input type="radio"/>
<b>FIRST TIME SUPPLIER</b>  A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 <sup>st</sup> time.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT PLAN</b>  Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.)).	YES <input type="radio"/> NO <input type="radio"/>
<b>DEVELOPMENT PLAN DOCUMENT</b>  Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>  A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>	

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A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
<b>GRADUATION FROM ED TO SD BENEFICIARY</b> When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b> A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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



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## APPENDIX B

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Affidavit or Solemn Declaration as to VAT registration status

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### Affidavit or Solemn Declaration

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

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

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

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

### Commissioner of Oaths

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

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

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

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## APPENDIX C

### SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

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

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>

<b>Definition of "Black Designated Groups"</b>	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>
--	--

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

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

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

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

**Deponent Signature**

.....

**Date**

.....

**Commissioner of Oaths**

Signature & stamp

Transnet Property  
 Contract Number: TP/2022/04/0013/RFQ  
 Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

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

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p>

	<p>(b) who became citizens of the Republic of South Africa by naturalisationi-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

### 3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%

Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

- 
- Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
  
  - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
  
  - Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature**

.....

**Date**

.....

---

**Commissioner of Oaths**

Signature & stamp

Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description Of The Works: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, HVAC and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

## VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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





## T2.2-25: RFP DECLARATION FORM

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

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

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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



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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-31 "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

- 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.

## T2.2-26 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 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 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:**

<b>YES</b>	
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<b>NO</b>	
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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: \_\_\_\_\_

\_\_\_\_\_ **(Tenderer).**

(Operator)

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

#### **AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_



## **T2.2-27: 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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## PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- 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 Site Information.

### 1. Description of the Site and its surroundings

#### 1.1. General description

The sites covered are in Taxido Junction and Vaal surrounding area
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#### 1.2. Existing buildings, structures, and plant & machinery on the Site

Electrical system, plumbing systems, HVAC systems, fire systems and waterproofing
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#### 1.3. Subsoil information

N/A
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Transnet Property

Contract Number: TP/2022/04/0013/RFQ

Description of Services: Provision of Preventative, Corrective and Emergency Maintenance for General Building, Plumbing Services, electrical, and Minor New works on an 'As and when' required basis for Taxido Junction and other assets in the Vaal surrounding area for a Period of 12 Months.

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#### **1.4. Hidden services**

As built drawings of the existing facilities, usually provide the necessary information.

#### **1.5. Other reports and publicly available information**

N/A
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