

an Operating Division TRANSNET SOC LTD

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE TESTING OF PROTECTION AND COMMISSIONING OF EQUIPMENT ON 3KV, 11KV AND 25KV DC TRACTION SUBSTATION AT KOEDOESPOORT "ON AN AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF TWELVE (12) MONTHS

RFQ NUMBER : ERACMM-KDS-39388

ISSUE DATE : 04 MAY 2023
BRIEFING DATE : 11 MAY 2023
CLOSING DATE : 18 MAY 2023

CLOSING TIME : 10h00am

TENDER VALIDITY PERIOD : 30 AUGUST 2023

Transnet Freight Rail
Tender Number: RFQ ERACMM-KDS-39388
Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12)

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Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

T1.1 Tender Notice And Invitation To Tender

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months <i>(service)</i>
TENDER DOWNLOADING	This Tender may be downloaded directly from the eTender Publication Portal from the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY BRIEFING SESSION	A meeting point for Compulsory Tender Clarification will be at Transnet Freight Rail, Main Security Gate at Pyramid South Depot, R101 Lavender Road, thereafter will proceed to physical viewing of substations to Doornpoort 3KV DC Substation & Hornsnek 25KV AC Substation on the 11 TH of May 2023 at [10:00am] for a period of ± 1) hour. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. For directions contact Thabiso Tsotetsi on 083 308 2135 Email address: thabiso.tsotetsi@transnet.net Contact person for commercial enquiries: Matete Kutumela 012 315 2268 Email address: matete.kutumela@transnet.net

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Transnet Freight Rail
Tender Number: RFQ ERACMM-KDS-39388
Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

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	A Site visit/walk will take place, tenderers are to note:
	Tenderers are required to wear safety shoes, goggles, long sleeve
	shirts, high visibility vests and hard hats.
	Tenderers without the recommended PPE will not be allowed on the
	site walk.
	• Tenderers and their employees, visitors, clients and customers
	entering Transnet Offices, Depots, Workshops and Stores will have to
	undergo breathalyser testing.
	All forms of firearms are prohibited on Transnet properties and
	premises.
	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.
	Certificate of Attendance in the form set out in the Returnable Schedule
	T2.2-1 hereto must be completed and submitted with your Tender as proof
	of attendance is required for a compulsory site meeting and/or tender
	briefing.
	Tenderers are required to bring this Returnable Schedule T2.2-1 to the
	Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i>
	Representative.
	Tenderers failing to attend the compulsory tender briefing will be
	disqualified.
10:00 am on 18 May 2023 CLOSING DATE	
SEGGING DATE	Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration

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Part T1: Tendering procedures T 1.1: Tender Notice and Invitation

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Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

2. TENDER SUBMISSION

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

- a) The Transnet e-Tender Submission Portal can be accessed as follows:
 - Log on to the Transnet eTenders management platform website (https://transnetetenders.azurewebsites.net);
 - Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this 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.

Part T1: Tendering procedures
T 1 1: Tender Notice and Invita

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T 1.1: Tender Notice and Invitation

Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date:
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-17], [Breach of Law] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - unduly high or unduly low tendered rates or amounts in the tender offer;
 - contract data of contract provided by the tenderer; or
 - the contents of the tender returnables which are to be included in the contract.

Part T1: Tendering procedures
T 1.1: Tender Notice and Invitation



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

Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier	Number	and	Unique	registration	reference
number	(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

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Part T1: Tendering procedures T 1.1: Tender Notice and Invitation

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T1.2 Tender Data

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

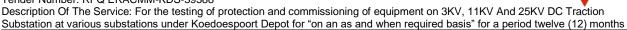
This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see www.cidb.org.za).

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

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

Clause		Data
C.1.1	The Employer is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the Employ	yer comprise:
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Price List
	Part C3: Scope of work	C3.1 Service Information
	Part C4: Affected Property	C4.1 Affected Property
C.1.4	The Employer's agent is:	Regional Procurement Manager

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Name:	Yvonne Scannell
Address:	Nzasm Building Cnr of Minnaar and Paul Kruger Streets Pretoria 0001
Tel No.	012 315 2059
E – mail	Yvonne.scannell@transnet.net

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

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tenderering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

- 2. Stage Two Eligibility in terms of the Construction Industry Development Board:
- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 2 EP or higher class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)

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

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

NB: Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.

3. 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 70 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.

Part 1: Tendering Procedures T1.2: Tender Data

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Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must complete and sign the attendance register. Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register. Tenderers are also required to bring their RFQ document to the briefing session and have their returnable document T2.2-1 Certificate of attendance signed off by the Employer's authorised representative. C.2.12 No alternative tender offers will be considered. C.2.13.3 Each tender offer shall be in the **English Language**. C.2.13.5 The Employer's details and identification details that are to be shown on each tender offer C2.15.1 package are as follows: C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted. C.2.15 The closing time for submission of tender offers is: Time: 10:00am on the 18 May 2023 Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.net); NO LATE TENDERS WILL BE ACCEPTED C.2.16 The tender offer validity period is 12 weeks after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period. C.2.23 The tenderer is required to submit with his tender: 1. A valid Tax Clearance Certificate issued by the South African Revenue Services. Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status. 2. A valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender; 3. A valid CIDB certificate in the correct designated grading; Proof of registration on the Central Supplier Database; Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV. Note: Refer to Section T2.1 for List of Returnable Documents C3.11 The minimum number of evaluation points for functionality is: 70 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

Part 1: Tendering Procedures T1.2: Tender Data



Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality 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 criteria	Maximum number of points
T2.2.3 Availability of plant and equipment for testing and commissioning traction substation	30
T2.2.4 Management of CV 's and key personnel qualification	30
T2.2.5 Previous experience for testing and commissioning 3KV DC and 25KV AC substations	40
Maximum possible score for Functionality	100

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

- T2.2.3 Availability of plant and equipment for testing and commissioning traction substation
- T2.2.4 Management of CV 's and key personnel qualification
- T2.2.5 Previous experience for testing and commissioning 3KV DC and 25KV AC substations

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90, 100

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 <u>not</u> be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

Part 1: Tendering Procedures T1.2: Tender Data



Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.

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

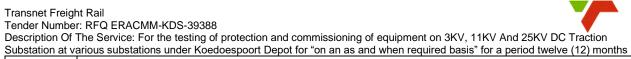
C.3.13 Tender offers will only be accepted if:

- 1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- 2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
- 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,

Part 1: Tendering Procedures T1.2: Tender Data



	e) complies with the legal requirements, if any, stated in the tender data and
	f) is able, in the option of the employer to perform the contract free of conflicts of interest.
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

Part 1: Tendering Procedures T1.2: Tender Data

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2.1.1 These schedules are required for Eligibility and Evaluations purposes:

T2.2.1 Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

- (Certificate of Attendance at Tender Clarification and Site Meeting (fully completed and signed by Transnet Official)

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T2.2.2 Stage Two - Eligibility in terms of the Construction Industry Development Board:

- A tenderer must submit an active and valid CIDB contractor grading of **2 EP or higher class of CIDB** grading

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

2.1.2 These schedules will be utilised for evaluation purposes:

- Evaluation Schedule: T2.2.3 Availability of plant and equipment for testing and commissioning traction substation
- Evaluation Schedule: T2.2.4 Management of CV 's and key personnel qualification
- Evaluation Schedule: T2.2.5 Previous experience for testing and commissioning 3KV DC and 25KV AC substations

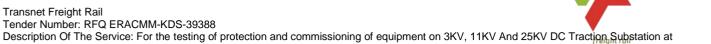
T2.2 List of Returnable Schedules

2.1.3 Returnable Schedules:

General:

- T2.2.6 Health and Safety Questionnaire
- T2.2.7 Health and Safety Cost Breakdown
- T2.2-8 Authority to submit tender
- T2.2-9 Record of addenda to tender documents
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements
- T2.2-12 Schedule of proposed Subcontractor
- T2.2-13 Affected Property Establishment requirements

CPM 2020 Rev 04 Part T2: Returnable Schedules



Agreement and Commitment by Tenderer:

T2.2-14 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFQ Declaration Form
- T2.2-17 RFQ Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Service Provider Integrity Pact
- T2.2-20 POPI Act form

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-21 Insurance provided by the Contractor
- T2.2-22 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

T2.2-23 Transnet Vendor Registration Form

2. Contract Data

- 2.1 C1.1 Offer portion of Form of Offer & Acceptance
- 2.2 C1.2 Contract Data Part Two (Data by Contractor)
- 2.3 C2.2 Price List

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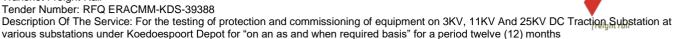


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T2.2-1: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify t	that			
				(Company Name)
Represented by:				(Name and Surname)
Was represented	at the compulsory tender clarificati	on r	meeting	
Held at:				
On (date)			Starting time:	
Particulars of p Name Capacity	erson(s) attending the meeting	g:	Signature	
Attendance of the above company at the meeting was confirmed: Name Signature				
Nume	For and on Behalf of the Employers Agent.		Date	



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

1. 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 2 EP or higher class of construction work, are eligible to have their tenders evaluated.

Joint Venture (JV) 2.

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

- every member of the joint venture is registered with the CIDB; 1.
- 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status (Not applicable); and
- 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 2 EP or higher class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- 4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to 5. be provided within 4 (four) weeks of the Contract Date.

CPM 2020 Rev 04 Part T2: Returnable Schedules

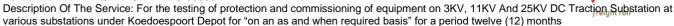
T2.2-3 Evaluation Schedule: Availability of plant and equipment for testing and commissioning traction substation

Item No	Description of plant and equipment	Number of Equipment	Please indicate / Lease or Hire	e: Details of Ownership
	Description of plant and equipment	Qty	Own	Lease or Hire
Α				
В				
С				
D				
E				
F				

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Technical capacity/resources submitted by the Tenderer:

Availability of Plant and Equipment = 30 p	oints	
0 = No Plant and Equipment submitted		
40 = Plant and Equipment listed is ≤ 40% as specified in the service information		
70 = Plant and Equipment listed is >40% - ≤ 70	% as specified in the service information	
90 = Plant and Equipment listed is >70% - ≤90	% as specified in the service information	
100 = Plant and Equipment listed is >90% - ≤1	00% as specified in the service information	
Signed	Date	
Name	Position	
Tenderer		

NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring



T2.2-4: Evaluation Schedule: Management & CV's of Key Persons and qualifications

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:

- i. The qualifications of assigned key persons in relation to the scope of work will be evaluated. The following qualifications will be required:
 - Trade Test Electrician or equivalent proof of qualification to be certified by an authorized body
 - Valid C-Green certificate (can be submitted after contract awarded
- ii Comprehensive CV's should be attached to this schedule:

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

Personal particulars

- a. Name
- b. Place (s) of tertiary education and dates associated therewith
- c. Professional awards
- lii Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)

Name of current employer and position in enterprise

Overview of post graduate experience (year, organization and position)

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 (Yes/No)	attached
1				
2				
3				
4				
5				
6				

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

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Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the management of CV and qualification submitted by the Tenderer

Management & CV's of Key Persons and qual	ifications = 30
0 = No proof of qualification and CV' and submi	tted
40 = CV's submitted with certificates not related t	to Electrical
70 = CV's submitted without Trade Test –Electric	al
90 = Trade Test – Electrical submitted without CV	J's
100 = CV's and Trade Test –Electrical submitted	I
Signed	Date
Name	Position
Tenderer	

NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring

T2.2-5 Evaluation Schedule: Previous Experience for testing and commissioning 3KV DC and 25KV AC substations

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 Service Information with reference to:
- Previous work experience in Installation and commissioning substation

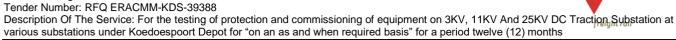
Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Client	Client contact details	Project Description	Year of project completion	Contract Value	Subcontractors

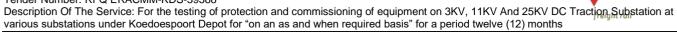
NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring



The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer

Previous experience for testing and commissioning 3KV DC and 25KV AC	
ubstations = 40	
 Did not submit any proof of award and completion letters of experience for tend commissioning 3KV DC and 25KV AC substations 	sting
0 = Contractor has experience for testing and commissioning 3KV DC and 25K ubstations and completed 2 projects and less than submitted previous O's/appointment letter and/or completion certificates	√ AC
0 = Contractor has experience for testing and commissioning 3KV DC and 25K ubstations and completed three (3) projects and submitted previous PO's/appointer and/or completion certificates	
0 = Contractor has experience for testing and commissioning 3KV DC and 25K ubstations and completed four (4) projects and submitted previous PO's/appointer and/or completion certificates	
00 = Contractor has experience for testing and commissioning 3KV DC and 25k ubstations and completed five (5) projects and submitted previous PO's/appoint etter and/or completion certificates	

Signed	Da	ate
Name	Po	osition
Tenderer		



2.1.3 Returnable Schedules: General:

T2.2-6: Health and Safety Questionnaire

1. SAFE WORK PERFORMANCE					
A. Injury Experience / Historical Performance - Alberta					
Use the previous three years injury and illness records to complete the following:					
Year					
Number of medical treatment of	ases				
Number of restricted workday	cases				
Number of lost time injury case	es				
Number of fatal injuries					
Total recordable frequency					
Lost time injury frequency					
Number of worker manhours					
			!	l	
1 - Medical Treatment Case	•	•	•	ng treatment provi ne direction of a pl	•
2 - Restricted Work Day	Any occupationa	ıl injur	y or illness that pr	events a worker fr	om performing
Case	any of his/her cr	aft juri	isdiction duties		
3 – Lost Time injury Cases	Any occupationa	ıl injur	y that prevents the	e worker from perf	orming any
	work for at least	one d	lay		
4 – Total Recordable	Total number of	Medic	al Treatment, Res	stricted Work and I	Lost Time Injury
Frequency	cases multiplied	by 20	0,000 then divide	d by total manhou	rs
5- Lost Time Injury	Total number of	Lost T	Time Injury cases	multiplied by 200,0	000 then divide
Frequency	by total manhou	rs			
1B. Workers' Compensation	on Experience				
Use the previous three years	injury and illnes				applicable):
Industry Code:		Indu	stry Classification:		
Year					
Industry Rate					
Contractor Rate					
% Discount or Surcharge					
Is your Workers' Compensatio standing? (Please provide letter of confire	☐ Yes ☐ No				
2. CITATIONS					
2A. Has your company been Legislation in the last 5 y ☐ Yes ☐ No If yes, provide details:		r prose	ecuted under Hea	lth, Safety and/or I	Environmental

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Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction, Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

2B.	Has your company been cited, charged or prosecuted under the above Legislation in another							
	Country, Region or State?							
	Yes No							
	If yes, provide details:							
3.	CERTIFICATE OF RECOGN	IITION						
	Does your company have a Ce			ognition? No Issu	ue Date			
4.	SAFETY PROGRAM							
	Do you have a written safety p	-	manual?	?	Yes	☐ No		
	If Yes, provide a copy for revie Do you have a pocket safety be		r field d	istribution?	□ Yes	□No		
	If Yes, provide a copy for revie		i ilola a	iotribation.				
	Does your safety program conf	tain the t	ollowing	g elements:				
		YES	No		YES	No		
CORPORATE SAFETY POLICY		Ш	Ш	EQUIPMENT MAINTENANCE				
INCIDENT NOTIFICATION POLICY				EMERGENCY RESPONSE				
RECORDKEEPING & STATISTICS				HAZARD ASSESSMENT				
REFERENCE TO LEGISLATION				SAFE WORK PRACTICES				
GENERAL RULES & REGULATIONS				SAFE WORK PROCEDURES				
PROG	RESSIVE DISCIPLINE POLICY			WORKPLACE INSPECTIONS				
RESP	ONSIBILITIES			INVESTIGATION PROCESS				
PPE	STANDARDS			TRAINING POLICY & PROGRA	AM			
Envir	RONMENTAL STANDARDS			COMMUNICATION PROCESSE	s \square			
Modi	FIED WORK PROGRAM							
5.	TRAINING PROGRAM							
5A.	Do you have an orientation po	rogram f	or new ł	nire employees?	☐ No)		
	If Yes, include a course outlin	e. Does YES	it includ	le any of the following:	YES	No		
GENE	RAL RULES & REGULATIONS			CONFINED SPACE ENTRY				
EMER	GENCY REPORTING			TRENCHING & EXCAVATION				
Injur	Y REPORTING			SIGNS & BARRICADES				
LEGIS	LATION			Dangerous Holes & Open	INGS			
RIGH	TTO REFUSE WORK			RIGGING & CRANES				
PERS	ONAL PROTECTIVE EQUIPMENT			MOBILE VEHICLES				
EMER	EMERGENCY PROCEDURES PREVENTATIVE MAINTENANCE							
Proj	ECT SAFETY COMMITTEE			HAND & POWER TOOLS				

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	KEEPING		Ш	FIRE PREVENTION & PROTECTION	Ш	Ш
LADDERS & SCAFFOLDS				ELECTRICAL SAFETY		
FALL ARREST STANDARDS				COMPRESSED GAS CYLINDERS		
\ERIAL	WORK PLATFORMS			WEATHER EXTREMES		
5B.	Do you have a program for	training ne	wly hire	ed or promoted supervisors? Yes	☐ No	
	(If Yes, submit an outline for	r evaluatio	n. Does	s it include instruction on the following:		
		Yes	No		Yes	No
EMPLO	YER RESPONSIBILITIES			SAFETY COMMUNICATION		
EMPLO	YEE RESPONSIBILITIES			FIRST AID/MEDICAL PROCEDURES		
DUE DI	LIGENCE			New Worker Training		
3AFET1	LEADERSHIP			ENVIRONMENTAL REQUIREMENTS		
Vork	REFUSALS			HAZARD ASSESSMENT		
NSPEC	TION PROCESSES			PRE-JOB SAFETY INSTRUCTION		
EMERG	ENCY PROCEDURES			Drug & Alcohol Policy		
NCIDE	NT INVESTIGATION			PROGRESSIVE DISCIPLINARY POLICY		
SAFE V	VORK PROCEDURES			SAFE WORK PRACTICES		
SAFETY	/ MEETINGS			NOTIFICATION REQUIREMENTS		
).	SAFETY ACTIVITIES					
	Do you conduct safety inspe	ections?		Yes No Weekly Mon	ithly Q	uarterly
		tion proces	ss (inclu	Yes No Weekly Mon ☐ ☐ ☐ ☐ ude participation, documentation requi		
	Describe your safety inspect follow-up, report distribution Who follows up on inspect	tion procest).	items?	□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □		
	Describe your safety inspect follow-up, report distribution Who follows up on inspect Do you hold site safety mee	ition procest). ion action etings for fi	items? eld emp	ude participation, documentation requi	ekly B	diweekly
	Describe your safety inspect follow-up, report distribution Who follows up on inspect Do you hold site safety mee	ition procest). ion action etings for fi	items? eld emp	ude participation, documentation requi	ekly B	diweekly
	Describe your safety inspect follow-up, report distribution Who follows up on inspect Do you hold site safety meet Do you hold site meetings with the pre-job safety instruction	ion action etings for find where safe	items? eld emp	ude participation, documentation requi	ekly B	tiweekly
	Describe your safety inspect follow-up, report distribution. Who follows up on inspect Do you hold site safety meet Do you hold site meetings with the process documented.	ion action etings for find where safe	items? eld emp	ude participation, documentation requi	ekly B upervisor	tiweekly
	Describe your safety inspect follow-up, report distribution. Who follows up on inspect Do you hold site safety meet Do you hold site meetings very list pre-job safety instruction. Is the process documented. Who leads the discussion?	ion action etings for fice where safe provided by	items? eld emp ty is add	ude participation, documentation requi	ekly B upervisor	tiweekly
	Describe your safety inspect follow-up, report distribution. Who follows up on inspect Do you hold site safety meetings with the process documented? Who leads the discussion? Do you have a hazard asset.	ion action etings for fice where safes provided be sement pro	items? eld emp ty is add	ude participation, documentation requi	ekly B upervisor eekly No	iweekly s? Monthly
	Describe your safety inspect follow-up, report distribution. Who follows up on inspect Do you hold site safety meetings with the process documented? Who leads the discussion? Do you have a hazard asses. Are hazard assessment.	ion action etings for fice where safes provided be sement process and action	items? eld emp ty is add pefore to ocess? nted? If	ude participation, documentation requi	ekly B upervisor eekly No mmunica	siweekly s? Monthly

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Tender Number: RFQ ERACMM-KDS-39388

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☐ Yes ☐ No

	How does your company measure its H&S succ	cess?				
	Attach separate sheet to explain					
7.	SAFETY STEWARDSHIP					
7A	Are incident reports and report summaries sent	to the fo	llowin	g and how	often?	
		Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Managing Director					
	Safety Director/Manager					
	/Chief Executive Officer					
7B	How are incident records and summaries kept?	How off	en are	e they repor	ted internally	?
	·	Yes	No	Monthly	Quarterly	Annually
	Incidents totaled for the entire company					
	Incidents totaled by project					
	 Subtotaled by superintendent 					
	 Subtotaled by foreman 					
7C	How are the costs of individual incidents kept?					
	Costs totaled for the entire company	Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company Costs totaled by project					
	Subtotaled by superintendent					
	·					
7D	 0Subtotaled by foreman/general foreman Does your company track non-injury 	Ш	Ш			
incide						
		Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
8	PERSONNEL					
	List key health and safety officers planned for the Name	nis proje Positio				ion
	Supply name, address and phone number of	of your	compa	ny's corpo		and safety
	representative. Does this individual have environment?	responsi	bilities	other tha	n health, s	afety and
	Name	Addr	ess	1 -	Telephone N	umber
	Other responsibilities:			1	'	
9	REFERENCES					

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management commitment to your occupational Health & Safety program

Name and Company

List the last three company's your form has worked for that could verify the quality and

Address

Phone Number

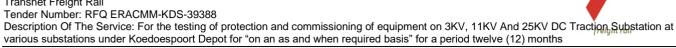
T2.2-7 Health and Safety Cost Breakdown

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

#	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			

Total Health and Safety Estimate (R)	
Total Estimate Value (R)	
H&S Cost as % of Tender value	

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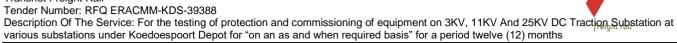


T2.2-8 Authority to submit a Tender

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. Certi	nicate 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



the undersigne	d hains the key partners in the busine	one trading on	
_	d, being the key partners in the busine horise Mr/Ms	-	
	to sign all documents in	connection with the tender offer	for Contract
	and any contract resulting from it	on our behalf.	
lame	Address	Signature	Date
Name	Address	Signature	Date
Name	Address	Signature	Date
Name	Address	Signature	Date
Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submit	ting 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 a	Il documents in connection with the
tender offer for Contract		and any contract resulting from it
on our behalf.		

various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

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		

Tender Number: RFQ ERACMM-KDS-39388

Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction, Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

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D. Certificate	for Sole Proprietor		
l,		hereby confi	irm that I am the sole owner of the business trading as
Signed		Date	
Name		Position	Sole Proprietor



T2.2-9: 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		

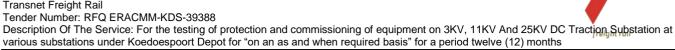
Attach additional pages if more space is required.



Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

T2.2-10 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:



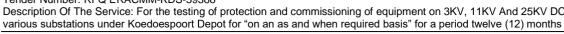
T2.2-11: Risk Elements

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

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

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

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



T2.2-12: Schedule of Proposed Subcontractors

Tenderer to note that if successful, any deviations from the list of proposed sub-contractors in the contract phase will be subject to acceptance by the Service Manager in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by Employer.

Provide **detailed information** of the proposed Sub-contractors below:

	Name of proposed Sub-contractor	Proposed Sub- contractor National Treasury Central Supplier Database Registration Number Address and Region	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No	Percentage (%) of the sub-contracted works in terms of the tendered total of the prices.
1.					
2.					
3.					
4.					
5.					
6.					

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Transnet Freight Rail

Tender Number: RFQ ERACMM-KDS-39388

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7.			
8.			
9.			
10.			

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Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

T2.2-13: Affected Property Establishment Requirements

Tenderers to indicate their Affected Property establishment requirements:

T2.2-14 ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

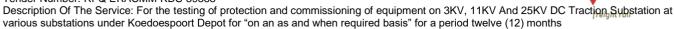
In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

Section 1: Name of enterpr	Name of enterprise:		
Section 2: VAT registration	number, if any:		
Section 3: CIDB registration	n number, if any:		
Section 4: CSD number:			
Section 5: Particulars of so	le proprietors and partners in part	nerships	
Name	Identity number	Personal income tax number	
* Complete only if sole propriet	I or or partnership and attach separate	page if more than 3 partners	
Section 6: Particulars of co	mpanies and close corporations		
Company registration number			
Close corporation number			
Tax reference number:			
•			
Section 7: The attached SBD requirement.	6 must be completed for each ten	der and be attached as a tender	
Section 8: The attached SBD 4 must be completed for each tender and be attached as a requirement.			

TRANSNET



Transnet Freight Rail
Tender Number: RFQ ERACMM-KDS-39388



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		



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Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

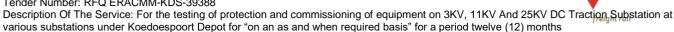
	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

2. **DEFINITIONS**

(a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance

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fund contributions and skills development levies;

(b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

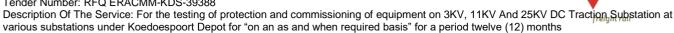
THE 80/20 PREFERENCE POINT SYSTEMS 3.1

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

$$Ps = 80 \left(1 - \frac{Pt - P\min}{P\min} \right)$$

Where

Ps Points scored for comparative price of bid under consideration



Comparative price of bid under consideration

Pmin Comparative price of lowest acceptable bid

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

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

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

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

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

- A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a 4.3 consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.



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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted..............%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

	,	
YES	NO	

Transnet Freight Rail Tender Number: RFQ ERACMM-KDS-39388

Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

8.	DECLARATION WITH REGARD TO COMPANY/FIRM	
8.1	Name of company/firm:	
8.2	VAT registration number:	
8.3	Company registration number:	
8.4	TYPE OF COMPANY/ FIRM	
	 □ Partnership/Joint Venture / Consortium □ One person business/sole propriety □ Close corporation □ Company □ (Pty) Limited [TICK APPLICABLE BOX] 	
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES	
8.6	COMPANY CLASSIFICATION	
	 □ Manufacturer □ Supplier □ Professional Supplier □ Other Suppliers, e.g. transporter, etc. [TICK APPLICABLE BOX] 	
8.7	Total number of years the company/firm has been in business:	
8.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/f points claimed, based on the B-BBE status level of contribution indicated in paragraphs foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we at i) The information furnished is true and correct;	1.4 and 6.1 of the
	ij i ne inionnation turnished is true and correct,	

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct:
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract:
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES	
1	SIGNATURE(S) OF BIDDERS(S)
3	DATE:

Transnet Freight Rail
Tender Number: RFQ ERACMM-KDS-39388



Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

Bidder's declaration	υH
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2.2

2.2.1

2.3

2.3.1

If so, furnish particulars:

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

 YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

	Full Name	Identity Number	Name of State institution		
				_	
				_	
				_	
				-	
				-	
				-	
				_	
				-	
Do				you, (or any
20] you, .	persor
	The state of the s	relationship with any perso	n who is employed by the pro	ocuring ins	titution?
YES/N	-				
II SO, IL	ırnish particulars:				
Daga 41		.to / toto oo / ab a b alda			
			rs / members / partners or an other related enterprise wheth		
	for this contract?	YES		101 01 1100	arcy arc

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

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.....

Tender Number: RFQ ERACMM-KDS-39388

Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

3 DECLARATION

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

DEIO/ DO Trust of Australia

TRANSNET

Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

T2.2-15 NON-DISCLOSURE AGREEMENT

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory
THIS AGREEMENT is made effective as of day of
TRANSNET SOC LTD
(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street, Braamfontein, Johannesburg 2000
(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

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 [**RFQ**] 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

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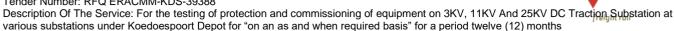
otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information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

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 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 *Error! Reference source not found.* above, provided that the Receiving Party shall ensure t hat 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

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- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 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.
- 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 **Error! Reference source not found.** 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.

Tender Number: RFQ ERACMM-KDS-39388

Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

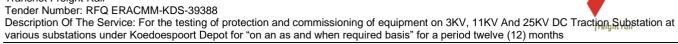
8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed	Date	

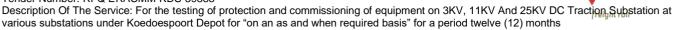


TRANSNET

Na	me		Position		
Te	nderer				
Т2.	2-16։ RFQ I	DECLARATION FORM	l		
NAN	ME OF COMPA	ANY:			
We				do hereby certify that:	
1.		s supplied and we have rece		r offers to any/all questions	(as applicable) which
2.	we have rec	eived all information we dee	emed necessary for the	completion of this Tender;	
3.	•	have we received additiona er than information formally ments;	•	•	
4.	in issuing th	ried, insofar as our company is tender and the requirement of a fair and transparent man	ents requested from te	•	•
5.	member / d	we acknowledge that a di rector / partner / sharehold the Transnet Group as indic NAME OF OWNER/MEMBE	der (unlisted companie cated below: [Responde	s) of our company and ar	employee or board
	PART	NER/SHAREHOLDER:		ADDR	ESS:
					-
	Indica	te nature of relationship with	n Transnet:		-

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Tender Number: RFQ ERACMM-KDS-39388



[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 T2.2-25 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

Transnet has appointed a Procurement Ombudsman to investigate any <u>material complaint</u> in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

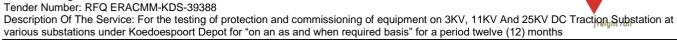
It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net

For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidder

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TRANSNET

T2.2-17: REQUEST FOR PROPOSAL - BREACH OF LAW

NAME OF COMPANY:
I / We do hereby certify that <i>I/we</i> have/have not been found guilty during the preceding 5 (five) years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.
Where found guilty of such a serious breach, please disclose:
NATURE OF BREACH:
DATE OF BREACH:
Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Tenderer from the tendering process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.
Signed on this day of 20
SIGNATURE OF TENDER

NAME OF TENDEDING ENTITY.

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

INAIVIL OI	I LINDLINING LINITITI.		

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

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TRANSNET

TRANSNET

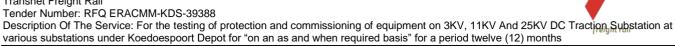
Transnet Freight Rail
Tender Number: RFQ ERACMM-KDS-39388



Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

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

Signed on this		day of	 	_20
			 _	
SIGNATURE C	F TEND	ERER		



TRANSNET

T2.2-19: Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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



various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

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 Transnet has a 'Zero Gifts' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The 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.
- 3.3 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

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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 anticorruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor 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/Contractor or detriment of Transnet or other competitors.
 - 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
 - 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
 - a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;

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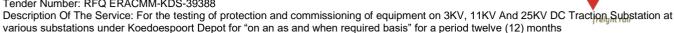
- · Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
 - d) Anti-Corruption
 - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT 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 RFQ; 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.

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47 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 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

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- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
 - 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
 - 6.7 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.
 - 6.8 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.
 - 6.9 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

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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;
- 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

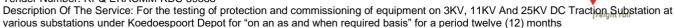
- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or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

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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 DISPUTE RESOLUTION

- 10.1 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 Error! Reference source not found. above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
 - a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds;
 - b) **Perjury:** where a 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.



11 **GENERAL**

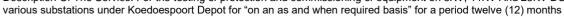
11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

TRANSNET

- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a 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.

	duly authorised by the tendering entity, hereby certify that the tendering ainted with the contents of the Integrity Pact and further agree to abide by it in full.
Signature	
Date	



T2.2.20 PROTECTION OF PERSONAL INFORMATION (For normal contract)

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person

information act, No.4 of 2013. ("POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information;

processing; record; Regulator; responsible party; special information; as well as any terms derived from these

terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1)

of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality;

Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this

RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal

information only with the knowledge and authorisation of the Respondent and will treat personal information which

comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions

contained in the POPIA.

4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained

in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all

information concerning Transnet.

5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the

Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response

to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable

law.

6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the

Respondent is consenting to the further processing of their personal information for the purpose of, but not limited

to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations,

investigations (if applicable), document storage for the legislatively required period, destruction, de-identification

and publishing of personal information by Transnet and/or its authorised appointed third parties.

7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent

or disclose or permit the disclosure of any personal data to any third party without the prior written consent from

the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by

Transnet in the bidding process in the same manner.

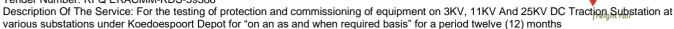
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient

measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic

communication).

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

Respondents are required to provide consent below:

YES

12.	Further, the Respondent declares that they have obtained all consents pertaining to other data subject's per	sonal
	information included in its submission and thereby indemnifying Transnet against any civil or criminal a	ction,

NO

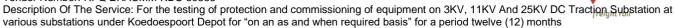
that the Respondent submitted.

13.	The Respondent	declares	that the	personal	information	submitted	for th	he purpose	of this	RFQ	is	complete,
	accurate, not mis	leading, is	up to dat	te and ma	v be update	d where ap	plicat	ole.				

administrative fines or other penalty or loss that may arise as a result of the processing of any personal information

Signature of Respondent's authorised representative:	

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



TRANSNET

T2.2-21: Insurance provided by the Contractor

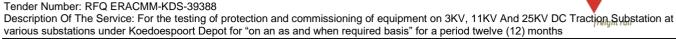
Clause 83.1 in NEC3 Term Service Contract (June 2005) (amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000			
Insurance in respect of loss of or damage to own property and equipment.			

Transnet Freight Rail Tender Number: RFQ ERACMM-KDS-39388

the Joint Venture.

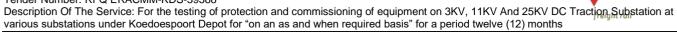


Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of

TRANSNET

T2.2-22: Three (3) years audited financial statements

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:



T2.2-23 SUPPLIER DECLARATION FORM

VENDOR REGISTRATION

1.	Proof of Banking Details	Stamped/Certified by the Bank, Dated and Less than 3 months old						
		Confirmation of Bank Letter must contains the Name and Signature of Bank Official.						
		If online verification is possible (e.g. FNB) – printout of online verification						
2.	TAX Certificate and VAT Registration	Current SARS TAX Compliance Status Verification PIN document (obtainable from SARS eFiling) (TAX Status Must Be "Compliant/Active" when verified with SARS)						
		Copy of "SARS VAT 103" form / SARS confirmation for proof of VAT registration						
		If No VAT; Affidavit or Solemn Declaration on VAT Registration Status to be submitted						
3.	Proof of registration	Company registered before 1 May 2011: CM1 – Incorporation of a Company Company registered after 1 May 2011: CoR 14.3 – Company Registration Certificate						
4.	Proof of Ownership / Management	Company registered before 1 May 2011 CM29 – Contents of Register of Directors, Auditors and Officers Company registered after 1 May 2011 COR 15.1 Memorandum of Incorporation -MOI COR 39 – Contents of Register of Directors, Auditors and Officers Clear certified copy of Identity Document/s of Directors. If company has >5 directors, only 5 IDs are required						
		EME (Turnover below R10m)						
	ВВВЕЕ	 EME Affidavit signed by EME NO certificates by SANAS accredited BBBEE verification agency accepted NO accountant letters are accepted 						
		QSE (Turnover between R10m and R50m)						
5.		 IF >51% black owned QSE Affidavit signed by QSE or Certificate by SANAS accredited verification agency NO accountant letters are accepted 						
		IF < 51% black owned, certificate by SANAS accredited BBBEE verification agency						
		Large enterprise (Turnover above R50m)						
		Certificate by SANAS accredited BBBEE verification agency						
		Non-compliant (No certificate / In process of certification / Level 9 certificate) Confirmation that supplier is not BBBEE compliant. An email is						
		sufficient.						
6.	Proof of CSD registration	MAAA number						
L	l .							

ANNEXURE A: SUPPLIER DECLARATION FORM

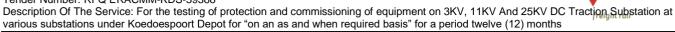


Tender Number: RFQ ERACMM-KDS-39388

Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction, Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

Important Notice: State must be regis at https://secure.cs/	tered on the Natio	nal Treasury C	Central Supplier						
CSD Number (MAA									
Company Trading N	ame								
Company Registere	d Name								
Company Registrati ID No If a Sole Pro									
Company Income Ta	ax Number								
	CC	Trust	Pty Ltd	Limited	Partnership S		Sole Pro	Sole Proprietor	
Form of Entity	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		
	oreviously operate S state the previous	under another name?			Yes		No		
Trading Name							•	•	
Registered Name									
Company Registrat ID No If a Sole Prop									
	CC	Trust	Pty Ltd	Limited	Partnership		Sole Proprietor		
Form of Entity	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 Comp			VAT Regis	Registered Not VAT Re		gistered			
VAT Registration N	umber								
If Exempted from Submit proof from Status									
If your business ent Your "Non VAT Reg					affidavit (s	ee example i	n Append	lix I).	
		Comp	any Bankin	g Details					
Account Holder Na	me								
Bank Account Number				Universal Bra Code	Universal Branch Code				
Company Physical Address									
						Code			
Company Postal Address						1			
						Code			
Telephone Number				FAX Number					
E-Mail Address									

Tender Number: RFQ ERACMM-KDS-39388



Company Contact Person													
Designation													
Telephone Number													
Main Product / Service Su													
Stationery / Consulting /La	bour etc.												
Is your company a Labour	Broker?	YES						NO					
How many personnel does the business employ? (please state number)			me					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 Yea	ar's Annual		<r10 million<="" td=""><td colspan="2">>R10 Mil <r50 mil<="" td=""><td></td><td></td><td>>R</td><td>50 Milli Large</td><td></td><td></td></r50></td></r10>		>R10 Mil <r50 mil<="" td=""><td></td><td></td><td>>R</td><td>50 Milli Large</td><td></td><td></td></r50>				>R	50 Milli Large			
Turnover			ME				QSE	=		E	nterpri	se	
Does your company have a valid Proof of B-BB			us?			ΥE	S			NC)		
Please indicate your Broad Based BEE status (to 9)	1	2	2	3	4	5	6	7	8	9
Majority Race of Ownershi	ip					Dia	.l.			۱۸/۱- : ۱			•
(please selected correct N		or your co	ompany)			Blac	CK			White	e		
BBBEE Score	% Black		% Bla	ack Wo	me	n			% B	ack Di	sabled		
BBBEE Score	Ownership		O۱	vnersh	ip				persor	n(s) Ov	vnershi	р	
% Black Youth	% Black			ack Pe					% Blac		ary		
Ownership	Unemployed		Living i	n Rura	l Ar	eas			Vetera	ns			
Please Note: Please pr	•			-	-								
 Large Enterprise and QSEs with less than 51% Black Ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency. 													

- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix III and IV 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.

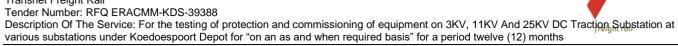
Supplier Development Information Dequired					
Supplier Development Information Require	u				
EMPOWERING SUPPLIER	YES	O	NO	0	
FIRST TIME SUPPLIER	YES	0	NO	0	
SUPPLIER DEVELOPMENT PLAN	YES	0	NO	0	
DEVELOPMENT PLAN DOCUMENT	If Yes - Attach supporting documents				
ENTERPRISE DEVELOPMENT BENEFICIARY	YES	0	NO	0	
SUPPLIER DEVELOPMENT BENEFICIARY	YES	0	NO	0	
GRADUATION FROM ED TO SD BENEFICIARY	YES	0	NO	0	
ENTERPRISE DEVELOPMENT RECIPIENT	YES	0	NO	0	

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

CPM 2020 Rev 04 Part T2: Returnable Schedules

TRANSNET

Transnet Freight Rail



Signature	Date	

CPM 2020 Rev 04

Appendix I

Affidavit or Solemn Declaration as to VAT Registration Status

Affidavit or Solemn Declaration		
l,		solemnly swear/declare
that;		is not a registered VAT
vendor and is not required to register as a VAT vendo	or because the combinedva	lue of taxable supplies made by
the provider in any 12 month period has not exceeded	ed or is notexpected to ex	cceed R1 million threshold, as
required in terms of the Value Added Tax Act.		
Signature:		
Designation:		
Date:		
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 he/she has no objection to taking the prescribed oath that the allegations herein contained are all true and	n, which he/she regards bir	
Commissioner of Oaths (Signature & Stamp)		

Page 1 of 1

Appendix II

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

Affidavit or Solemn Declaration		
I,		solemnly swear/declare
that;		
employs Three or more full time employees , whethe services of the organisation and are not connected to the connected to the organisation and the connected to the connected t		•
Signature:		
Designation:		
Date:		
Commissioner of Oaths		
Thus signed and sworn to before me at		day of
the Deponent having knowledge that he/she knowledge that the allegations herein contained are all true as	oath, which he/she regards	
Commissioner of Oaths (Signature & Stamp)		
Affidavit or Solemn Declaration as to number of e	mployees	Page 1 of 1

SWORN AFFIDAVIT: B-BB	For EXEMPTED MICRO ENTERPRISE
I, the undersigned,	
Full name & Surname	
Identity number	
Hereby declare under oath	follows:
 The contents of this 	tatement are to the best of my knowledge a true reflection of the facts. ctor / Owner of the following enterprise and am duly authorized to act on its
Enterprise Name:	
Trading Name (If Applica	e):
Registration Number:	
Enterprise Physical Add	SS:
Type of Entity (CC, (Pty) Sole Prop etc.):	d,
Nature of Business:	
Definition of "Black Peop	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a gener term which means Africans, Coloureds and Indians — Who are citizens of the Republic of South Africa by birth or descent; or Who became citizens of the Republic of South Africa by naturalization— i. Before 27 April 1994; or On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
Amended Codes of asAmended by Act	% Black Owned as per Amended Code Series 100 of the Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 to 46 of 2013;
	% Black Woman Owned as per Amended Code Series 100 of of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as 46 of 2013;
The enterprise is	

Sworn Affidavit – B-BBEE Exempted Micro Enterprise

Amended by Act No 46 of 2013;

the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as

The enterprise	e is% by	Black people living in rural and under d	eveloped
areas as per A		Amended Codes of Good Practice issued und	_
the Amended (nilitary veterans as per Amended Code Seri under section 9 (1) of B-BBEE Act No 53 of 20	
	nanagement accounts and other d not exceed R10, 000,000.00	r information available for thefinan (ten million rand).	cial year,
Please confirm on the t	able below the B-BBEE level co	ntributor, by ticking the applicable box.	
100% black owned	Level One (135% B-BBEE pro	curement recognition)	
More than 51% blackowned	Level Two (125% B-BBEE pro	curement recognition)	
Less than 51% blackowned	Level Four (100% B-BBEE pro	ocurement recognition)	
consider the oath bindi matter.	ng on my conscience and on th	d I have no objection to take the prescribed o e Owners of the Enterprise which I represent onths from the date signed by commissioner.	
Deponent Signature			
Date			
Commissioner of Oat	hs		

5.

APPENDIX IV

SWORN AFFIDAVIT: B-BBEE for QUALIFYING SMALL ENTERPRISE (Generic) I, the undersigned, Full name & Surname Identity number 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. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on itsbehalf: **Enterprise Name:** Trading Name (If Applicable): **Registration Number: Enterprise Physical Address:** Type of Entity (CC, (Pty) Ltd, Sole Proprietor etc.) **Nature of Business: Definition of "Black People"** 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 -Who are citizens of the Republic of South Africa by birth or descent; or Who became citizens of the Republic of South Africa by naturalizationi. Before 27 April 1994; or On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date 3. I hereby declare under Oath that: % Black Owned as per Amended Code Series 100 of the The Enterprise is Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 asAmended by Act No 46 of 2013, The Enterprise is % Black Woman 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

Sworn Affidavit: B-BBEE For Qualifying Small Enterprise (Generic)

No 46 of 2013, The enterprise is

No 46 of 2013,

Page 1 of 2

Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act

% Black Youth owned; as per Amended Code Series 100 of the

TRANSNET

Substation

•			d; as per Amended Code Series 100 of B-BBEE Act No 53 of 2003 as Amended
	Series 100 of the	Amended Codes of C	g in rural and under developed Good Practice issued under section 9 (1)of
Amended Codes of Good Practice No 46 of 2013, Based on the Financial Statem financial year-end of R10,000,000.00 (Ten Million)	nents/Managemen	section 9 (1) of B-BE at Accounts and othe , the annual T e R50,000,000.00 (F	•
Please Confirm on the below table 100% Black Owned At least 51% Black Owned	Level One (135 procurement red	5% B-BBEE cognition level)	cking the applicable box.
At least 5176 Black Owned	procurement re		
I know and understand the contents of the oath binding on my conscience and			to take the prescribed oath andconsider ch I represent in this matter.
5. The sworn affidavit will be valid for	a period of 12 mo	nths from the date	e signed by commissioner.
Deponent Signature			
Date			
Commissioner of Oaths			
Name a	and Surname		

4.

Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

C1.1 Form of Offer & Acceptance

Offer

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

For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

The tenderer, identified in the Offer signature block, has

either	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.
or	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	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(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 CII	DB registration number:		

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Tender Number: RFQ ERACMM-KDS-39388

Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

Tender Number: RFQ ERACMM-KDS-39388

Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (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: Service Information

Part C4 Affected Property

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 of award.

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			
	(Insert name and address of organisation)		
Name & signature of witness		Date	
_			

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Tender Number: RFQ ERACMM-KDS-39388

Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:	For the Employer
Signature		
Name		
Capacity		
On behalf of	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness		
Date		

C2 Pricing Data

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

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

Item number	Description	Unit	Qty	Unit Rate	Total Price
Part A	ROUTINE TESTING OF 3KV DC TRACTION SUBSTATION PROTECTION AS PER SPECIFICATION BBF 8128 AND CLAUSE 3.2 OF THIS SPECIFICATION				
1	Greenview Substation	Substation Unit	1		
2	Doornpoort Substation	Substation Unit	1		
3	Van Der Merwe Substation	Substation Unit	1		
4	Rant Substation	Substation Unit	1		
Part B	TESTING OF 25KV AC TRACTION SUBSTATION PROTECTION AS PER SPECIFICATION BBF 8128 AND CLAUSE 3.3 OT THIS SPECIFICATION				
5	Tussenin Substation	Substation Unit	1		
6	Arthur's view Substation	Substation Unit	1		
7	Burgerreg Substation	Substation Unit	1		
8	Ontgin Substation	Substation Unit	1		
9	Paul Substation	Substation Unit	1		
10	Turfgrond Substation	Substation Unit	1		
11	Honsnek Substation	Substation Unit	1		
12	Pendoring Substation	Substation Unit	2		
13	Thabazimbi Substation	Substation Unit	2		
Part C	TESTING OF 11KV DISTRIBUTION SUBSTATION PROTECTION	Substation Unit			
14	Doornpoort Substation	Substation Unit	1		
Part D	EMERGENCY REPAIR WORK ON TRACTION SUBSTAIONS	Substation Unit	14		
Part E	EMERGENCY REPAIR WORK ON DISTRIBUTION SUBSTAIONS	Substation Unit	1		

Transnet Freight Rail
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Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

Part F	P's and G's	Each	1	
15	Doornpoort Substation	Substation Unit	1	
	Total Price (Excl. VAT)			
	VAT @ 15%			
	Gross Total (Incl. VAT)			

C2 Pricing Data

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

C2.1 Pricing instructions: Option A

1.1 The conditions of contract

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 - 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.

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- 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

Item number	Description	Unit	Qty	Unit Rate	Total Price
Part A	ROUTINE TESTING OF 3KV DC TRACTION SUBSTATION PROTECTION AS PER SPECIFICATION BBF 8128 AND CLAUSE 3.2 OF THIS SPECIFICATION				
1	Greenview Substation	Substation Unit	1		
2	Doornpoort Substation	Substation Unit	1		
3	Van Der Merwe Substation	Substation Unit	1		
4	Rant Substation	Substation Unit	1		
Part B	TESTING OF 25KV AC TRACTION SUBSTATION PROTECTION AS PER SPECIFICATION BBF 8128 AND CLAUSE 3.3 OT THIS SPECIFICATION				
5	Tussenin Substation	Substation Unit	1		
6	Arthur's view Substation	Substation Unit	1		
7	Burgerreg Substation	Substation Unit	1		
8	Ontgin Substation	Substation Unit	1		
9	Paul Substation	Substation Unit	1		
10	Turfgrond Substation	Substation Unit	1		
11	Honsnek Substation	Substation Unit	1		
12	Pendoring Substation	Substation Unit	2		
13	Thabazimbi Substation	Substation Unit	2		
Part C	TESTING OF 11KV DISTRIBUTION SUBSTATION PROTECTION	Substation Unit			
14	Doornpoort Substation	Substation Unit	1		
Part D	EMERGENCY REPAIR WORK ON TRACTION SUBSTAIONS	Substation Unit	14		
Part E	EMERGENCY REPAIR WORK ON DISTRIBUTION SUBSTAIONS	Substation Unit	1		

Transnet Freight Rail
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Description Of The Service: For the testing of protection and commissioning of equipment on 3KV, 11KV And 25KV DC Traction Substation at various substations under Koedoespoort Depot for "on an as and when required basis" for a period twelve (12) months

Part F	P's and G's	Each	1	
15	Doornpoort Substation	Substation Unit	1	
	Total Price (Excl. VAT)			
	VAT @ 15%			
	Gross Total (Incl. VAT)			

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C3: Service Information

1. Description of the service

This specification covers the work and procedures for routine testing of protection equipment at Traction and Distribution substations. This specification also covers any other work arising out of or incidental to the above or required contractor for the proper completion of the works in accordance with the true meaning and intent of the contract document.

1.1. Routine Testing Requirements

Routine tests: The purpose of routine testing is to verify that the electrical protection equipment is functioning correctly and that protection settings are according to relevant equipment ratings.

All equipment in Distribution Substations-, Traction Substations- and Tie Stations must be tested as follows:

- **1.2 Current transformers:** Magnetisation curve to be tested at all voltage points as depicted on previous routine or commissioning test reports. If not within tolerances a ratio test must be performed to prove the integrity of the current transformer.
- 1.3 Protection relays: Secondary current Injection tests on all phases and to earth at all percentages i.e. at 200 and 600/800 % of set value for Distribution and AC Traction equipment. DC Traction equipment to be tested at 200,300 and 400 % of set value. Tripping times to be recorded with indications as indicated on relevant test sheets. Where Distribution Ring feed systems are protected by Pilot Wire protection the SOLKOR /TRANSLAY relays must be tested by secondary injection to trip at the percentage values in the local and remote substations with a stability test by primary injection on one phase to earth or to a second phase, noting the milliamp current flow in the pilot wires.
- 1.4 AC/DC Earth and Frame Leakage systems: Insulation values to earth and between separate systems/zones by suitable earth and insulation meggers .Tripping current values by Primary injection for relevant zone/systems to be noted to give required tripping, indications and lockout. Systems shall be tested for possible parallel paths as well.
- **1.5 Transformer Protection**: Buchholtz relays to be tested by air injection/test trip noting trip level to give lockout and indication. Oil and Winding Temperature Gauges to be tested by dial indication to give trip, indication and lockout as applicable. Where required a calibration test is to be done by heat simulation. Pressure Relief Devices tested by test trip noting trip, lockout and indication.
- **1.6 Indicating meters:** By secondary injection of Current and Voltage applicable at full scale deflection. By exception, in DC traction substations the 4 kV DC indicating voltmeters must be tested by primary HV DC injection.
- **1.7** Insulation levels: Pressure test not required.
- **1.8 Main and auxiliary supplies failures:** Phase/AC fail relays to be tested and Battery under voltage relay to be calibrated to trip and lockout all circuit breakers.





- **1.9 3 kV Undervoltage Protection:** To be calibrated by HV DC primary injection.
- **1.10 Rectifier Protection**: Overtemperature, diode indication and attenuation circuit protection to be verified by simulation tests.
- **1.11 Wave filter equipment:** To be measured and calibrated.
- 1.12 Primary and Secondary Circuit Breakers: To be tested strictly according to relevant test sheet including, speed and contact resistance tests on Primary and Secondary circuit breakers. Dew point test to be done on all SF6 PCBs.

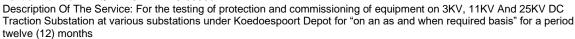
1.13 . Minimum Equipment/Plants' and Labour required for the purpose of this contract.

- Complete hand tools (spanners, screw drivers, etc.)
- Generator
- Vehicles to transport tools and personnel
- Number of skilled and unskilled labour
- Testing equipment's

1.14. Guarantee And Defects

- 1.14.1 The *Contractor* shall guarantee the satisfactory operation of the complete electrical installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.
- 1.14.2 The *Contractor* shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 1.14.3 The guarantee period for these standby plants shall expire after: A period of 12 months commencing on the date of completion of the contract or the date the standby plant was handed over to Transnet Freight Rail.
- 1.14.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the *Contractor*.
- 1.14.5 The *Contractor* shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.
- 1.14.6 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.
- 1.14.7 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Service Manager or Supervisor and at the cost of the Contractor.

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1.14.8 If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period, the *Contractor* shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.

1.15. Quality and Inspection

- 1.15.1 Transnet Freight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful *Contractor*.
- 1.15.2 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.
- 1.15.3 The *Contractor* shall apply 14 days in advance for the date of energizing and ensure that all work is completed before any commissioning can take place.
- 1.15.4 The *Contractor* shall be responsible to issue a compliance certificate in terms of SANS 0142 for each site before energizing of the equipment shall take place

2. Drawings

Drawing number	Revision	Title
Not applicable		

3. Specifications

3.1. DC TRACTION SUBSTATIONS	Original revision	Revised
The following test sheets are applicable as per annexures:		
Equipment to be tested		
Meters, Current Transformers,	BBB0342	BBF9000
Main & Auxiliary Overload relays,		
AC Earth Leakage & Transformer Protection		
Transformer / Rectifier protection Trafogaurd T100	BBB0345	
Transformer / Rectifier protection Brown Boveri	BBB0344	
Earth and Insulation measurements, 3 kV & 110v under voltage	BBB0343	BBF9001
DC Earth leakage relays		BBF9295



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Wave filter equipment, Metering.	
Tie station Earth and Insulation measurements, 3 kV & 110v under voltage	BBF9294
DC Earth leakage relays	
Primary – and Secondary Circuit Breakers	YYY0000
Contact Resistance and operational timing test,	
Dew point test on SF6 PCBs.	

3.2. AC TRACTION SUBSTATIONS	Original revision	Revised
The following test sheets are applicable as per annexures		
Equipment to be tested		
Main Transformer Protection	BBF8995	
Current Transformers, Main Overload relays,		
110v Undervoltage Relay, Earth Measurement		
Incomer and Line Feeder VCB's,	BBF8996	
Current Transformers, Protection relays		
. DC Supply Undervoltage Relay		
Protecta Distance Protection Relay setting sheet.	BBF9297	
Primary – and Secondary Circuit Breakers	BBF8998	
Contact Resistance and operational timing test,		
Dew point test on SF6 PCBs.		

3.3 SIGNAL SUPPLY & DISTRIBUTION SUBSTATIONS	Original revision	Revised
Bus coupler Protection	BBB0346	BBF8995
Current Transformers, Frame Leakage relays,		
110v Undervoltage Relay,		
Earth/Insulation Measurements.		

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BBB0346	BBF8996
BBF8998	

4. Constraints on how the Contractor Provides the Works

- 4.1. The *Contractor* shall not make use of any *Sub-Contractor* to perform the works or parts thereof without prior permission from the Service Manager.
- 4.2. The Contractor shall ensure that a safety representative is at site at all times.
- 4.3. Adopted from time to time and instructed by the Service Manager / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 4.3 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
- 4.3.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- 4.3.2 The Occupational Health and Safety Act (Act 85 of 1993).
- 4.3.3 The explosive Act No. 26 of 1956 (as amended). The *Contractor* shall, when applicable, furnish the Service Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
- 4.3.4 The *Contractor* shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Service Manager / Supervisor.
- 4.3.5 The *Contractor* shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.



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- 4.4 The *Contractor's* Health and Safety Programme shall be subject to agreement by the Service Manager / Supervisor, who may, in consultation with the *Contractor*, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.
- 4.5 In addition to compliance with clause 1.4 hereof, the *Contractor* shall report all incidents in writing to the Service Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 4.6 The *Contractor* shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment's.
- 4.7 A penalty charge of **R500.00** per day will be levied for late completion.
- 4.8 The *Contractor* shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Service Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Service Manager or Supervisor in writing.
- 4.9 The Contractor shall supply a site instruction book (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site for example the quality of work or the placement of equipment. This book shall be filled in by the Service Manager or Supervisor and must be countersigned by the Contractor.
- 4.10 Both books mentioned above shall be the property of Transnet Freight Rail and shall be handed over to the Service Manager or Supervisor on the day of energising or handing over.
- 4.11 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 4.12 The *Contractor* will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd part suppliers/Manufacturers.
- 4.13 The *Contractor* shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 4.14 The *Contractor* will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.
- 4.15 The *Contractor* shall ensure that equipment to be supplied is suitable installation for coastal areas. All porcelain equipment should be coated with insulation coating before commissioning.
- 4.16 Transnet Freight Rail reserves the right to award the contract based on delivery period due to the urgency of this substation.

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4.17 Transnet Freight Rail reserves the right to award the contract in portions pertaining different work execution specialisation.

5. Requirements for the programme

5.1 Programme of work : To be submitted by successful Contractor

5.2 Format : Bar chart

5.3 Information : How work is going to be executed and commissioned

5.4 Site diary : Successful Contractor to supply in triplicates carbon copies

5.5. Personnel Qualification : Trade Test for Electrician

6 Services and other things provided by the Employer

- 6.1 Transnet Freight Rail shall have an electrician/technical assistant available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 6.2 Upon successful completion of the works to the satisfaction of Transnet Freight Rail, Transnet Freight Rail shall perform necessary protection tests and commission the equipment.

7 The Contractor's Invoices

- 7.1 When the *Service Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 7.2 The invoice must correspond to the *Service Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.3 The invoice states the following:
 - Invoice addressed to Transnet Limited;
 - Transnet Limited's VAT No: 4720103177;
 - Invoice number:
 - The Contractor's VAT Number; and
 - The Contract number
- 7.4 The invoice contains the supporting detail
- 7.5 The invoice is presented either by post or by hand delivery.
- 7.6 Invoices submitted by post are addressed to:

For the attention of:

Service Manager: Thabiso Tsotetsi

Infra Electrical Department





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8 Trans Road

Koedoespoort

Pretoria 0001

7.7 Invoices submitted by hand are presented to:

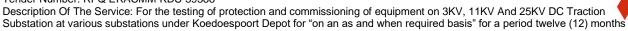
Transnet Freight Rail

8 Trans Road

Koedoespoort

Pretoria 0001

7.8 The invoice is presented as an original. Tender Number: RFQ ERACMM-KDS-39388



C4: Affected Property

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.

Transnet Freight Rail Infra Building 8 Trans Road Koedoespoort

1. Description of the Affected Property and its surroundings

DC Traction Substation

2. Existing buildings, structures, and plant & machinery on the Site

DC Traction Substation

Information about the site at time of tender which may affect the work in this contract

3. Access limitations

3.1 The work will be carried out at Koedoespoort Substations.

The Contractor will access the site using a service road

4. Ground conditions in areas affected by work in this contract

4.1 Natural Soil

5. Hidden and other services within the site.

5.1 Control cables and earthing cables are located underground

6. Details of existing buildings / facilities which Contractor is required to work on.

6.1 The work covers for the routine substation protection testing at DC Traction Substations. No equipment or any other thing shall be supplied by the Employer to assist the Contractor.