

**Transnet Freight Rail**an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)****FOR THE REFURBISHMENT OF UNINTERRUPTED POWER SUPPLY (UPS) AT TRANSNET FREIGHT RAIL NATIONALLY ON AN "AS AND WHEN REQUIRED" FOR A PERIOD OF TWELVE (12) MONTHS**

<b>RFP NUMBER</b>	<b>: SIM23007CDIB/CRAC_JHB_ 0000041979</b>
<b>ISSUE DATE</b>	<b>: 01 August 2023</b>
<b>COMPULSORY BRIEFING</b>	<b>: 11 August 2023</b>
<b>CLOSING DATE</b>	<b>: 25 August 2023</b>
<b>CLOSING TIME</b>	<b>: 12h00 pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>Refurbishment of the Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) FREE OF CHARGE.</b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at Inyanda House 2, 15 Girton Rd, Parktown, Johannesburg, 2001.(Umtjantshi Boardroom, Ground Floor) <b>on the 11 August 2023 at 12:00pm [12 O'clock]</b> for a period of ± 2 (six) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-1</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-1 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>12:00pm on the 25 August 2023</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>



## TRANSNET FREIGHT RAIL

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## 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.

- 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.**

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



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### 3. CONFIDENTIALITY

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

### 4. DISCLAIMERS

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

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



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- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [T2.2-16, **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.*

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number..... and Unique registration reference number.....(Tender Data)

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**



## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in 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](http://www.cidb.org.za)).

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
	<b>Part T: The Tender</b>
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	<b>Part C: The contract</b>
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Price List
Part C3: Scope of work	C3.1 Service Information


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Part C4: Affected Property		C4.1 Affected Property
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Nnemo Pyana
	Address:	15 Girton Road, Inyanda House 2, Parktown, Johannesburg, 2001
	Tel No.	011 308 1682
	E – mail	Nnemo.pyana@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	<p><b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b></p> <p>An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p><b><i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i></b></p> <p><b>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</b></p> <p>a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of <b>3EB or higher</b> class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Joint Venture (JV)</p> <p>Joint ventures are eligible to submit tenders subject to the following:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>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; and</li> <li>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 3EB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations</li> </ol>

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4. The tenderer shall provide a certified copy of its signed joint venture agreement.

### **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 60 points.

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

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

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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 RFP document to the briefing session and have their returnable document T2.2-1 certificate of attendance** signed off by the Employer's authorised representative.

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C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: SIM23007CDIB/CRAC\_JHB\_ 0000041979

The Tender Description: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

Documents must be marked for the attention of:

***Employer's Agent: Nnemo Pyana***

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


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C.2.15 The closing time for submission of tender offers is:

Time: **12:00pm on the 25 August 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 line with the code of good practice, together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **60**

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

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

**Functionality Criteria**

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-4 Plan</b> Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence	No delivery schedule submitted 1 to 5 day/s delivery schedule 6 to 8 days delivery schedule 2 weeks delivery schedule 3 weeks delivery schedule 4 or more weeks delivery schedule	0 7 14 21 28 35	<b>35</b>
<b>T2.2-5 Qualifications &amp; CV's of Key Persons</b> Provide a copy of two (x2) Artisan's qualification (Valid Wireman Licence Certificate) of employees  Provide a copy of two (x2) Electrician qualification (Valid Trade Test of employees)	No valid Wireman certificate provided X1 valid Wireman certificate provided X2 valid Wireman certificate provided  No valid Electrician qualification (Valid Trade Test of employees) X1 valid Electrician qualification (Valid Trade provided X2 valid Electrician qualification (Valid Trade provided	0 7.5 15  0 7.5 15	<b>30</b>
<b>T2.2-6 Previous Experience</b> Bidders must submit reference letter/s or completion certificates including the following information: Contract period (start and end date), servicing UPS system on IT systems such as switches, PBX	No Reference letter/s or contracts submitted  The tenderer has One (01) reference for contracts which reflects similar solution and tested on the field.  The tenderer has two (02) references for contracts	0 5	<b>35</b>

server rack, contact person and contact number, information must be provided on the client's letterhead.	which reflects similar solution and tested on the field  The tenderer has three (03) references for contracts which reflects similar solution and tested on the field  The tenderer has four (04) references for contracts which reflects similar solution and tested on the field  The tenderer has five (05) references for contracts which reflects similar solution and tested on the field	10  15  20  25	
<b>Maximum possible score for Functionality</b>			<b>100</b>

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

- T2.2-4 Plan
- T2.2-5 Qualifications & CVs of Key Persons
- T2.2-6 Previous Experience

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 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 not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.**


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

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,

Thresholds	Minimum Threshold
Technical / Functionality	60

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

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 evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	20
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

**The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:**

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines


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The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION 1 or 2	20
Total points for Price and Specific Goals must not exceed	100

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

**C.3.13** Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account *inter alia*;  
the tenderer:
  - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
  - c) 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,

- d) has the legal capacity to enter into the contract,
- e) 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,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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

### **2.1.1 These schedules are required for eligibility purposes:**

2.1.1.1 **Stage One: Eligibility with regards to attendance at the compulsory clarification meeting:**

**T2.2-1** Certificate of Attendance at Tender Clarification Meeting

2.1.1.2 **Stage Two: Eligibility in terms of the Construction Industry Development Board**

**T2.2-2** CIDB Grading Designation (3EB or Higher)

2.1.1.3 **Stage Three: These schedules will be utilised for Functionality evaluation purposes:**

T2.2-3 **Evaluation Schedule:** Plan

T2.2-4 **Evaluation Schedule:** Qualifications Management & CV's

T2.2-5 **Evaluation Schedule:** Previous experience

### **2.1.2 Returnable Schedules:**

#### **General:**

T2.2-6 Risk (For assessment purpose)

T2.2-7 Health and Safety (For assessment purpose)

T2.2-8 Authority to submit tender

T2.2-9 Record of addenda to tender documents

T2.2-10 Capacity and ability to meet delivery schedule

T2.2-11 Letter of Good Standing

T2.2-12 Risk Elements

- B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

### **2.1.3 Agreement and Commitment by Tenderer:**

T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire; Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

T2.2-14 Non-Disclosure Agreement

T2.2-15 RFP Declaration Form

T2.2-16 RFP – Breach of Law

T2.2-17 Certificate of Acquaintance with Tender Document

T2.2-18 Service Provider Integrity Pact

T2.2-19 Supplier Code of Conduct

**2.1.3 Bonds/Guarantees/Financial/Insurance:**

T2.2-20 Insurance provided by the Contractor

T2.2-21 Three (3) years audited financial statements

**2.2 Offer portion of Form of Offer & Acceptance**

**2.3 Contract Data Part 2 (Data by the Contractor)**

**2.4 C2.2 Price List**

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**T2.21: Eligibility Criteria Schedule:****Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

(Company Name)

Represented  
by:(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

**Particulars of person(s) attending the meeting:**

Name

Signature

Capacity

**Attendance of the above company at the meeting was confirmed:**

Name

Signature

**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

- 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 **3EB or higher** class of construction works, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3EB 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
- 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 be provided within 4 (four) weeks of the Contract Date.

## T2.2-3: Evaluation Schedule: Plan

**Note to tenderers:****Plan****The Tenderer details the Plan for evaluation and attaches it to this schedule.**

The Tenderer's attention is drawn to core clause 21 of the NEC3 Term Service contract regarding the items to be shown on a plan.

The tenderer shall provide the proposed Plan showing but not limited to the following:

- Ability to execute the works in terms of the Employer's requirements and within the required timeframe indicating, in a logical sequence
- Ability to execute the Service in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Service clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition the Plan must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, & Completion Date. In addition, the Plan clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.

The scoring of the Plan will be as follows:

<b>Plan (35)</b>	
Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence	
<b>Score 0</b>	No delivery schedule submitted=35
<b>Score 20</b>	1 to 5 day/s delivery schedule =28
<b>Score 40</b>	6 to 8 days delivery schedule =21
<b>Score 60</b>	2 weeks delivery schedule=14
<b>Score 80</b>	3 weeks delivery schedule=7
<b>Score 100</b>	4 or more weeks delivery schedule=0

Attachment A: Hard Copy of Plan


**Transnet Freight Rail**

Enquiry Number: SIM23007CDIB/CRAC\_JHB\_ 0000041979

Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

**T2.2-4: Evaluation Schedule - Management & CV's of Key Personnel**

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

- Provide a copy of two (x2) Artisan's qualification (Valid Wireman Licence Certificate) of employees
- Provide a copy of two (x2) Electrician qualification (Valid Trade Test of employees)

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
  2. No valid Wireman certificate provided=0
  3. X1 valid Wireman certificate provided=7.5
  4. X2 valid Wireman certificate provided=15
  5. X3 valid Wireman certificate provided=20
  6. X4 valid Wireman certificate provided=25
  7. X5 valid Wireman certificate provided=30

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	X 2 Artisan's qualification (Valid Wireman Licence Certificate)		
2	X 2 Electrician qualification (Valid Trade Test)		


**Transnet Freight Rail**

Enquiry Number: SIM23007CDIB/CRAC\_JHB\_ 0000041979

Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

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

<b>Score 0</b>	Failed to provide information No response. 0
<b>Score 20</b>	Key staffs do not have suitable levels of relevant experience and qualifications or equivalent specialised training. Inadequate organisation chart. No clear indication of roles and responsibilities and specific function of each team member. 7.5
<b>Score 40</b>	Key staff has limited recommended levels of relevant experience and qualifications. Key staff has 1 to 3 years' experience. Inadequate indication of roles and responsibilities and specific function of each team member on the organogram. 15
<b>Score 60</b>	Key staff have acceptable levels of relevant experience and qualifications. Key staff has more than 3 years but up to 5 years' experience. Organisation chart showing reasonable indication of roles and responsibilities and specific function of each team member. 20
<b>Score 80</b>	Key staff have acceptable levels of relevant experience and qualifications. Keys staff has more than 5 years but up to 7 years' experience. Organisation chart showing adequate indication of roles and responsibilities and specific function of each team member. 25
<b>Score 100</b>	All Key staff have acceptable levels of relevant experience and qualifications with more than 7 years' experience. Organisation chart showing more than adequate indication of roles and responsibilities and specific function of each team member. 30

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

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## **T2.2-5: Evaluation Schedule: Previous Experience**

**Note to tenderers:**

Bidders must submit reference letter/s or completion certificates including the following information:

Contract period (start and end date), servicing UPS system on IT systems such as switches, PBX server rack, contact person and contact number, information must be provided on the client's letterhead

**Index of documentation attached to this schedule**

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

Score	Previous Experience
<b>0</b>	No Reference letter/s or contracts submitted =0
<b>20</b>	The tenderer has One (01) reference for contracts which reflects similar solution and tested on the field. = 10
<b>40</b>	The tenderer has two (02) references for contracts which reflects similar solution and tested on the field. = 20
<b>60</b>	The tenderer has three (03) references for contracts which reflects similar solution and tested on the field. =25
<b>80</b>	The tenderer has four (04) references for contracts which reflects similar solution and tested on the field. = 30
<b>100</b>	The tenderer has five (05) references for contracts which reflects similar solution and tested on the field. =35

**Attached submissions to this schedule:**

Signed

Date

Name

Position

Tenderer

Evaluation of Tender : Risk Management plans	
Company Name :	
Tender Description:	
<b>1. Business continuity plan</b> <b>Business Continuity Management :</b> The objective is to ensure continuity of the service provision to TFR in case of any interruptions which may arise from the tenderer's site aligned to applicable standards	<b>Assessment Criteria</b>
<b>The following criteria to be included:</b> <ul style="list-style-type: none"> <li>- Emergency operating procedures</li> <li>- Business Continuity invocation action</li> <li>- Project recovery resources</li> <li>- Business / Supplier Contact list</li> <li>- Emergency Contact</li> </ul>	Business Continuity plan contains Emergency Operating Procedures, Business continuity invocation action, Project recovery resources, Business / Supplier contact list Emergency contacts Business Continuity plan contains 5 of the 5 required criteria Business Continuity plan contains 4 of the 5 required criteria Business Continuity plan contains 3 of the 5 required criteria Business Continuity plan contains 2 of the 5 required criteria Business Continuity plan contains 1 of the 5 required criteria No business continuity plan submitted
<b>2. Business Impact Analysis</b>	<b>Assessment Criteria</b>
<ul style="list-style-type: none"> <li>- Identification of critical processes within the project</li> <li>- Recovery Time Objective in case of any interruption that may arise</li> <li>- Recovery Strategy: how will the supplier recover</li> <li>- Operational dependencies eg: Operational equipments, telephones etc. needed to ensure continuity</li> <li>- Alternative supply of equipment and/ or supply of extra staff</li> <li>- Battle box ( It comprises of all necessary documentation, equipments required for continuity )</li> </ul>	Business Impact Analysis contains Identification of critical processes within the project, Recovery Time Objective, Recovery Strategy, Operational dependencies, Alternative supply of equipment and/or supply of extra staff, Battle box. Business Impact Analysis contains 5 of the 5 required criteria Business Impact Analysis contains 4 of the 5 required criteria Business Impact Analysis contains 3 of the 5 required criteria Business Impact Analysis contains 2 of the 5 required criteria Business Impact Analysis contains 1 of the 5 required criteria No business plan submitted
<b>3. Risk Assessment for the project / Operational Risks: The identified Risks should be based on the scope of works</b>	<b>Assessment Criteria</b>
<ul style="list-style-type: none"> <li>- Identification of risks of service interruption during the project</li> <li>- Risk Analysis methodology</li> <li>- Ranking of the Risks</li> <li>- Mitigation of the identified risks</li> <li>- Responsible person</li> </ul>	Risk Register contains Identification of risks of service interruption during the project, Risk Analysis methodology, Ranking of the Risks, Mitigation of the identified risks and Responsible person Risk Register contains 5 to 5 required criteria Risk Register contains 4 to 5 required criteria Risk Register contains 3 of the 5 required criteria Risk Register contains 2 of the 5 required criteria Risk Register contains 1 of the 5 required criteria No Risk Register submitted \ Risks identified are not relevant to the project
<b>Assessment guideline</b>	
1. Be fair and objective in your assessment. 2. Complete the assessment document in full and use comments row to motivate your marks where necessary. 3. The document should be completed in a neat and tidy manner due to the fact that it will become an official document. 4. Be transparent and share your observations with the company representative (applicable where site visit was conducted to verify information supplied) and assessment team. 5. No copies of the completed assessment document must be provided to the company representative. 6. On completion of the assessment the marks obtained and end result of the assessment needs to be discussed with the contractor. 7. After the tender award the tenderers representative may be advised of their shortcomings in terms of their SHE submission.	
<b>Name of Assessor</b>	
<b>Signature</b>	
<b>Date</b>	

## **T2.2-7: Assessment Schedule - Health and Safety Requirements**

Submit the following documents as a minimum with your tender:

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

**Attached submissions to this schedule:**

**Transnet Freight Rail**

Enquiry Number: SIM23007CDIB/CRAC\_JHB\_ 0000041979

Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

**The assessment of the Tenderer's Health and Safety Requirements will be as follows:**

<b>Assessment remarks</b>						
<b>Criterions/ Measures</b>	<b>SHE Plan, Letter of Good standing &amp; Safety, Health &amp; Environmental Policy</b>	<b>Roles &amp; Responsibilities as stipulated from above</b>	<b>List of Job Categories for project as stipulated from above</b>	<b>Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project namely:</b>	<b>Three years synopsis of SHE incidents, descriptions, type and action taken</b>	<b>Complete and return the <i>Contractor Safety Questionnaire</i> attached hereto</b>
<b>Not submitted</b>	The Tenderer has submitted no information or inadequate information to determine a score.					
<b>Poor:</b> Submitted,not scope specific and coherent	SHE Plan is not project specific and information supplied is totally insignificant to achieve the required standard of service.  The Health and safety bill of quantities supplied is totally insignificant to achieve the required standard of service.  1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and TFR health and safety specification.	Key responsible persons are not included on training matrix as per proposed organogram structure.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.
<b>Fair</b> Submitted,scope specific, coherent and lacks evidence	SHE plan is project specific, but the information lacks convincing evidence, that stated <i>Employer's</i>	Roles and responsibilities are unlikely to ensure compliance as per the works	Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not	Poor response/answer/solution lacks convincing evidence, medium risk that stated	Poor response/answer/solution lacks convincing evidence, medium risk that stated	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements

**Transnet Freight Rail**

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Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

	<p>requirements will be met.</p> <p>The information provided in the Health and safety bill of quantities is poor and lacks convincing evidence. There's a medium risk that stated <i>Employer's</i> requirements will not be met.</p> <p>2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.</p>	<p>information and not in line with OHS Act and TFR health and safety specification.</p>	<p>cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel.</p>	<p><i>Employer's</i> requirements will not be met.</p>	<p>stated <i>Employer's</i> requirements will not be met.</p>	<p>will not be met.</p>
<b>Good</b> Submitted scope specific, coherent and has some evidence.	<p>SHE plan is project specific. The information is satisfactory to the particular aspect, and evidence given is sufficient that <i>Employer's</i> requirements will be met.</p> <p>The information provided in the Health and safety bill of quantities is satisfactory and the evidence is convincing, that stated <i>Employer's</i> requirements will be met.</p>	<p>Satisfactory response on roles and responsibilities as per <i>Employer's</i> requirements.</p>	<p>Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TFR Health and safety specification.</p>	<p>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.</p>	<p>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.</p>	<p>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.</p>

**Transnet Freight Rail**

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	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements.					
<b>Better</b> Submitted, scope specific, coherent and has nearly all of the evidence required.	SHE plan is project specific. The information is good and demonstrate real understanding & ability to meet stated <i>Employer's</i> requirements.  The information provided in the Health and safety bill of quantities is good and demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.  4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements.	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TGC health and safety specification.	Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TFR health and safety specification.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.

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<b>Best/excellent</b> Submitted, scope specific, coherent and has substantial evidence for all items.	<p>She plan is project specific. The information is very good and gives real confidence that the tenderer, is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p> <p>The information provided in the Health and safety bill of quantities is very good and gives real confidence that the tender is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p> <p>All 5 key policy components are recognized and meets the <i>Employer's</i> requirements.</p>	<p>Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TFR Health and Safety Management Specification.</p>	<p>Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p>
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**Transnet Freight Rail**

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**Transnet Freight Rail**

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Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

**T2.2-7a: Health and Safety Questionnaire**
**Health, Safety Questionnaire**
**1. SAFE WORK PERFORMANCE**
**1A. Injury Experience / Historical Performance - Alberta**

Use the previous three years injury and illness records to complete the following:

Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			

1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician
2 – Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties
3 – Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day
4 – Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours

**1B. Workers' Compensation Experience**

Use the previous three years injury and illness records to complete the following (if applicable):

Industry Code:	Industry Classification:
Year	
Industry Rate	
Contractor Rate	
% Discount or Surcharge	
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)	<input type="checkbox"/> Yes <input type="checkbox"/> No

**2. CITATIONS**

2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:     
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:    



## Transnet Freight Rail

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Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

<h3>3. CERTIFICATE OF RECOGNITION</h3> <p>Does your company have a Certificate of Recognition?  <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what is the Certificate No. _____ Issue Date _____</p>	

## 4. SAFETY PROGRAM

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

## 5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees?  Yes  No

If Yes, include a course outline. Does it include any of the following:

	YES	NO	YES	NO	
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>


**Transnet Freight Rail**

Enquiry Number: SIM23007CDIB/CRAC\_JHB\_ 0000041979

Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

5B. Do you have a program for training newly hired or promoted supervisors?  Yes  No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No	Yes	No	
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections?

Yes  No  Weekly  Monthly  Quarterly

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

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Who follows up on inspection action items?

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Do you hold site safety meetings for field employees? If Yes, how often?

Yes  No  Daily  Weekly  Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes  No  Weekly  Biweekly  Monthly

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

Is the process documented?  Yes  No

Who leads the discussion?

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Do you have a hazard assessment process?  Yes  No

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

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Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

Yes  No

How does your company measure its H&S success?

- Attach separate sheet to explain



## Transnet Freight Rail

Enquiry Number: SIM23007CDIB/CRAC\_JHB\_ 0000041979

Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

## 7. SAFETY STEWARDSHIP

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

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

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

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

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

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

7D Does your company track non-injury incidents?

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

## 8 PERSONNEL

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

Name	Position/Title	Designation

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

Name	Address	Telephone Number

Other responsibilities:

## 9 REFERENCES

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

Name and Company	Address	Phone Number


**Transnet Freight Rail**

Enquiry Number: SIM23007CDIB/CRAC\_JHB\_ 0000041979

Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

**T2.2-7b Health and Safety Cost Breakdown**

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

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

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

## T2.2-8: 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. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

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

<b>Name</b>	<b>Address</b>	<b>Signature</b>	<b>Date</b>

**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 submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms \_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_

\_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

## T2.2-9: 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:

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

## **T2.2-10: Capacity and Ability to meet Delivery Schedule**

**Note to tenderers:**

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

A schedule detailing the following:

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

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

.....

.....

.....

.....

.....

.....

.....

.....



## **T2.2-11 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:

## **T2.2-12: Risk Elements**

Tenderers to identify and evaluate the potential risk elements associated with the Service 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.

## **T2.2-13: ANNEX G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

<b>Name</b>	<b>Identity number</b>	<b>Personal income tax number</b>

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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


**Transnet Freight Rail**

Enquiry Number: SIM23007CDIB/CRAC\_JHB\_ 0000041979

Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

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 neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

 Enterprise  
name

**SBD 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 Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed 50 000 000 (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;
  - (b) B-BBEE Status Level of Contribution; and
  - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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



## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor Level 1 or 2	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME</b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%  
ii) The name of the sub-contractor.....

**Transnet Freight Rail**

Enquiry Number: SIM23007CDIB/CRAC\_JHB\_ 0000041979

Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

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

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

***(Tick applicable box)***

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


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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**[TICK APPLICABLE BOX]****8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

**[TICK APPLICABLE BOX]**



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

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

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

**WITNESSES**

1. ....  
2. ....

.....

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

DATE: .....

## **BIDDER'S DISCLOSURE**

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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.

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

### 2.2.1 If so, furnish particulars:

Do  
you,  
or any

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



2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

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



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

## **T2.2-14 NON-DISCLOSURE AGREEMENT**

**[..... 2023]**

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

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

**TRANSNET SOC LTD**

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

and

.....

.....

.....

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

.....

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## **2. CONFIDENTIAL INFORMATION**

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

### **4. ANNOUNCEMENTS**

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

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

### **5. DURATION**

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

### **6. PRINCIPAL**

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

**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

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

**9. GENERAL**

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

Signed

Date

Name

Position

Tenderer

**T2.2-15: RFP DECLARATION FORM**

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

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

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with

Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-19 "Service Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding a 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](http://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](mailto:procurement.ombud@transnet.net)

- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

**T2.2-16: REQUEST FOR PROPOSAL – BREACH OF LAW**

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

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

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SIGNATURE OF TENDER

## **T2.2-17 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

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- b) geographical area where Services will be rendered [market allocation]
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a tender which does not meet the specifications and conditions of the tender; or
- f) Tendering with the intention not winning the tender.

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

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

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SIGNATURE OF TENDERER

## **T2.2-18 Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFP 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")

**Transnet Freight Rail**

Enquiry Number: SIM23007CDIB/CRAC\_JHB\_ 0000041979

Description of Service: Refurbishment of the Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

**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/Contractor 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

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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/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors 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 Tenderers/Service Providers/Contractors 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 in a fair manner.
- 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.

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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 applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/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

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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;
    - Principle 8: undertake initiatives to promote greater environmental responsibility; and

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- 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 RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.



- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor 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/Contractor 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.

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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 on Transnet's restriction 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 restriction procedure.

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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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

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blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the 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 to the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; 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:

- Private gain or advancement; or
- 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:

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

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

## 10 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 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- 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.
- 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 abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

---

I ..... duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature .....

Date .....



## T2.2-19: Supplier Code of Conduct

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

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

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

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

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

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

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


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

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

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

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

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


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**Conflicts of Interest**

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

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

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

I, \_\_\_\_\_ of \_\_\_\_\_

*(insert name of Director or as per  
Authority Resolution from Board of  
Directors)* \_\_\_\_\_ *(insert name of Company)*

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

Signed this \_\_\_\_\_ on \_\_\_\_\_ day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature

## T2.2-20: 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 000 000.00			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			



## **T2.2-21: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

.....



## 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:

#### **Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis**

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

.....

Capacity

.....

#### **For the Tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

.....

**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

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

**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:**

Signature

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Name

---

Capacity

---

On behalf of  
of*(Insert name and address of organisation)*

---

**For the Employer**

---

Name &  
signature  
of witness

---

---

Date

---

**Transnet Freight Rail**

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## C1.2 Contract Data

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<p><b>A:</b> <b>Priced contract with price list</b></p> <p><b>W1:</b> <b>Dispute resolution procedure</b></p>
		<p><b>X2</b> <b>Changes in the law</b></p> <p><b>X18:</b> <b>Limitation of liability</b></p>
		<p><b>Z:</b> <b>Additional conditions of contract</b></p>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<p><b>Transnet SOC Ltd</b></p> <p>Registered address:  <b>Transnet Corporate Centre</b>  <b>138 Eloff Street</b>  <b>Braamfontein</b>  <b>Johannesburg</b>  <b>2000</b></p>
	Having elected its Contractual Address for the purposes of this contract as:	<p><b>Girton Road Inyanda House 2 Parktown</b>  <b>Johannesburg</b></p>
	Tel No.	<b>011 583 0678</b>
10.1	The <i>Service Manager</i> is (name):	<b>Pule Mohale</b>
	Address	<b>Girton Road Inyanda House 2 Parktown</b> <b>Johannesburg</b>
	Tel	<b>011 583 0678</b>
	e-mail	<b>Pule.mohale@transnet.net</b>
11.2(2)	The Affected Property is	<b>Transnet Freight Rail Nationally</b>


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11.2(13)	The <i>service</i> is	<b>Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Down time on the services</b>
11.2(15)	The Service Information is in	<b>Part C3: The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The <i>Contractor's main responsibilities</i></b>	<b>No additional data required for this section of the <i>conditions of contract</i>.</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>25 August 2023</b>
30.1	The <i>service period</i> is	<b>12 months</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employers</i> risks	<b>None</b>

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83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.00	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The Total of the Prices.</b>
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The Total of the Prices.</b>
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The Total of the Prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	<b>2 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	


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If no *Adjudicator nominating body* is entered, it is

**The Association of Arbitrators (Southern Africa)**

W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Sandton, Johannesburg, South Africa</b>
	The person or organisation who will choose an arbitrator	

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

**The Chairman of the Association of Arbitrators (Southern Africa)**

## **12 Data for secondary Option clauses**

<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Nil.</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The cost of correcting the defect.</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>Total of the Prices.</b>
X18.5	The <i>end of liability date</i> is	<b>3 years after the end of the service period.</b>

## **Z Additional conditions of contract**

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**Z1 Obligations in respect of Termination**

Z1.1

The following will be included under core clause 91.1:

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

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

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

Z1.2 Termination Table

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

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

Z1.3

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

**Z2 Right Reserved by Transnet to Conduct Vetting through SSA**

Z2.1

Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

**Z3 Additional clause relating to Collusion in the Construction Industry**

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Z3.1

The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.

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**Z4 Protection of Personal Information Act**

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Z4.1

The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act

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**Transnet Freight Rail**

Enquiry Number: SIM22018CIDB/ CRAC JHB 39411

Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):  Address  Tel No.  Fax No.	
11.2(8)	The <i>direct fee percentage</i> is .....%	
	The <i>subcontracted fee percentage</i> is .....%	
11.2(14)	The following matters will be included in the Risk Register	.....
24.1	The key persons are:  1 Name: ..... Job: ..... Responsibilities: ..... Qualifications: ..... Experience: .....  2 Name: ..... Job: ..... Responsibilities: ..... Qualifications: ..... Experience: .....	
		<b>CV's (and further key person's data including CVs) are in .....</b>

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

## PART C2: PRICING DATA

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option A	3
C2.2	Price List	1
		4

## 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.

1.3.6 The call out fee should be standard and calculated at a rate of per Kilometre

## C2.2 Price List

### Price schedule

Item no	Description	Unit	Quantity	Rate	Price
	Testing (Pretoria)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		



8	Rectifiers	P/H	1		
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
	Testing (Bloemfontein )				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
	Testing (Empangani)				



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Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
Item no	Description	Unit	Quantity	Rate	Price
	Testing (Durban)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> </ul>	P/H	4		



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Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

	<ul style="list-style-type: none"> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>				
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
Item no	Description	Unit	Quantity	Rate	Price
	Testing (Port Elizabeth)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		



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5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
Item no	Description	Unit	Quantity	Rate	Price
	Testing (Cape Town)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote	P/H	1		



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	monitoring on the network Switches and cabinets				
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
Item no	Description	Unit	Quantity	Rate	Price
	Testing (Germiston)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		



8	Rectifiers	P/H	1		
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
	Testing (Uitenhege)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
	Testing (City Deep)				



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1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
Item no	Description	Unit	Quantity	Rate	Price
	Testing (Koedoespoort)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> </ul>	P/H	4		



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Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

	<ul style="list-style-type: none"> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>				
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
Item no	Description	Unit	Quantity	Rate	Price
	Testing (Saldana)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		



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Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
item no	Description	Unit	Quantity	Rate	Price
	Testing (Kimberly)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote	P/H	1		



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Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

	monitoring on the network Switches and cabinets				
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
Item no	Description	Unit	Quantity	Rate	Price
	Testing (Nelspruit)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		



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8	Rectifiers	P/H	1		
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
	Testing (Mosselbay)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
<b>Item no</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
	Testing (Richardsbay)				



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1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
Item no	Description	Unit	Quantity	Rate	Price
	Testing (Salt River)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> </ul>	P/H	4		



	<ul style="list-style-type: none"> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>				
3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		

Item no	Description	Unit	Quantity	Rate	Price
	Testing (East London)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		

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3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		

Item no	Description	Unit	Quantity	Rate	Price
	Testing (Pretoria)				
1	UPS Unit (Components connection and re-routing)	P/H	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48 V</li> </ul>	P/H	4		



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3	Copper Links (1 meter length)	P/H	2		
4	Power connection	P/H	1		
5	Installation of an Environmental Server Rack (Load capacity 5kw-8kw)	P/H	1		
6	Configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets	P/H	1		
7	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/H	1		
8	Rectifiers	P/H	1		
	<b>Repair and Replace (Pretoria)</b>				
1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4		
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (Bloemfontein)</b>				



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1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4		
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (Empangeni)</b>				
1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4		
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (Durban)</b>				
1	UPS system	P/Unit	1		



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2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4		
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (Port Elizabeth)</b>				
1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4		
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (Cape Town)</b>				
1	UPS system	P/Unit	1		
2	Batteries	P/Unit	4		



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	<ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>			
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1	
	Rectifiers	P/Unit	1	
	Copper Links (1 meter length)	P/Unit	2	
	<b>Repair and Replace (Germiston)</b>			
1	UPS system	P/Unit	1	
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4	
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1	
	Rectifiers	P/Unit	1	
	Copper Links (1 meter length)	P/Unit	2	
	<b>Repair and Replace (Uitenhage)</b>			
1	UPS system	P/Unit	1	
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> </ul>	P/Unit	4	

	<ul style="list-style-type: none"> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>				
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (City Deep)</b>				
1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4		
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (Koedoespoort)</b>				
1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> </ul>	P/Unit	4		



	<ul style="list-style-type: none"> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>				
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (Saldanah)</b>				
1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4		
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (Kimberly)</b>				
1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> </ul>	P/Unit	4		

	<ul style="list-style-type: none"> <li>• Totalling 48</li> </ul>				
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (Nelspruit)</b>				
1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4		
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (Mosselbay)</b>				
1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4		



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	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (Richardsbay)</b>				
1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4		
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (Salt River)</b>				
1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4		



Enquiry Number: SIM23007CDIB/CRAC\_JHB\_ 0000041979

Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	<b>Repair and Replace (East London)</b>				
1	UPS system	P/Unit	1		
2	Batteries <ul style="list-style-type: none"> <li>• 12V</li> <li>• 9AH</li> <li>• 200AH ± 10%</li> <li>• Totalling 48</li> </ul>	P/Unit	4		
	Projector units for both cabinets and the UPS unit with LED Indicator lights	P/Unit	1		
	Rectifiers	P/Unit	1		
	Copper Links (1 meter length)	P/Unit	2		
	Consumables	1			
	Travelling and call out	1			
	<b>Total (Excluding VAT)</b>				
	<b>15% VAT</b>				
	<b>Total (Including VAT)</b>				



## Transnet Freight Rail

Enquiry Number: SIM23007CDIB/CRAC\_JHB\_ 0000041979

Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

## Services Specification and Requirement

- Maintenance of sealed lead acid batteries and Smart UPS VT system, used and suitable for standby power supplies to telecommunication equipment. All absolute batteries, links, LED indicator lights and rectifiers will need to be replaced or repaired to provide more life in to the system unit.

The UPS components are mainly end of life and old, the connection and re-routing will be required as part of the servicing of the Unit

12VDC LOAD TEST BATTERY TESTER to test the power output

Load capacity for rack and switches up-to 5KW- 8KW, all system should not be more than this on the tester

Normal test 12V, on charge 13V-14V. Any battery below this will require replacement

Test link on UPS and Electrical DB-Box, link connections on the battery system to provide and relay power when running on **batteries** and on the **main power**

Test and repair load projector units for both cabinets and the UPS unit, The UPS provider power to 12- 48 –ports network switch

### **UPS unit structure**

- The battery structure must consist of four 12 V batteries each having a capacity of 9Ah and 200AH  $\pm$  10%, totalling 48 V.

Copper links : length of 1 meter

- The batteries must be designed for a minimum of 600 deep discharge cycles at a normal temperature of 20°C.
- Smart UPS unit serviced as and when needed by business, configuration of the UPS system to communicate with remote monitoring on the network Switches and cabinets


**Transnet Freight Rail**

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List of server rooms and regions experiencing power challenges:

Site Name	Site Function	Services	Problems experienced	Recommendation
Pretoria	Distribution	Cluster Compute SAN Storage Backup Services Active Directory DNS SCCM Patch Management Antivirus File & Application Servers	Power Instability Room Maintenance	Installation of an Enviro Rack Solution
Bloemfontein	Distribution	Cluster Compute SAN Storage Backup Services Active Directory DNS SCCM Patch Management Antivirus File & Application Servers	Power Instability Room Maintenance	Installation of an Enviro Rack Solution
Empangeni	Distribution	Cluster Compute SAN Storage Backup Services Active Directory DNS SCCM Patch Management Antivirus File & Application Servers	Power Instability Room Maintenance	Installation of an Enviro Rack Solution
Durban	Distribution	Cluster Compute SAN Storage Backup Services Active Directory DNS SCCM	Power Instability Server room	Move to Queens Warehouse Centre


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Port Elizabeth	Distribution	Cluster Compute SAN Storage Backup Services Active	Power Instability Room Maintenance	Installation of an Enviro Rack Solution
Cape Town	Distribution	Cluster Compute SAN Storage Backup Services Active Directory DNS SCCM File & Application Servers	Power Instability Room Maintenance	Consolidate to Saltriver
Germiston	Access Site	Single Server Site Active Directory DNS	Power Instability Room Maintenance	Consolidate to 141
Uitenhage	Access Site	Single Server Site Active Directory DNS SCCM Patch Management Antivirus	Power Instability Room Maintenance	Consolidate to Port Elisabeth
City Deep	Access Site	Single Server Site Active Directory DNS SCCM Patch Management Antivirus	Power Instability Room Maintenance	Installation of an Enviro Rack Solution
Koedoespoort	Access Site	Single Server Site Active Directory DNS SCCM Patch Management Antivirus	Power Instability	Installation of an Enviro Rack Solution
Saldana - TFR	Access Site	Single Server Site Active Directory SCCM Patch Management Antivirus	Power Instability Room Maintenance	Installation of an Enviro Rack Solution


**Transnet Freight Rail**

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Description of Service: Refurbishment of Uninterrupted Power Supply (UPS) at Transnet Freight Rail Nationally on an "as and when required" basis

Kimberly	Access Site	Single Server Site Active Directory DNS SCCM Patch Management Antivirus	Power Instability Room Maintenance	Installation of an Enviro Rack Solution
Nelspruit	Access Site	Single Server Site Active Directory DNS SCCM Patch Management	Power Instability	Installation of an Enviro Rack Solution
Mosselbay	Access Site	Single Server Site Active Directory DNS SCCM Patch Management Antivirus	Power Instability	Installation of an Enviro Rack Solution
Richardsbay	Access site	Single Server Site Active Directory DNS SCCM Patch Management Antivirus	Power Instability	Installation of an Enviro Rack Solution
Salt River	Access site	Single Server Site Active Directory DNS SCCM Patch Management Antivirus	Power Instability	Installation of an Enviro Rack Solution
East London	Access site	Single Server Site Active Directory DNS SCCM Patch Management Antivirus	Power Instability	Installation of an Enviro Rack Solution

## PART C4: AFFECTED PROPERTY

Core clause 11.2(2) states

"Affected Property is property which

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

In Contract Data, reference has been made to this Part C4 of the contract for the location of the Affected Property.

The affected sites/depots are Transnet Freight Rail nationally.

<b>Site Name</b>
Pretoria
Bloemfontein
Empangeni
Durban
Port Elizabeth
Cape Town
Germiston
Uitenhage
City Deep
Koedoespoort
Saldana - TFR
Kimberly
Nelspruit
Mosselbay
Richardsbay
Salt River
East London