

TRANSNET PROPERTY.

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

TRANSNET PROPERTY

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF SIX (06) MONTHS.

RFP NUMBER : TP/2026/08/0159/10852/RFQ

TENDER VALIDITY PERIOD : TWELVE (12) WEEKS

NB: ALL BID ENQUIRIES MUST BE CAPTURED ON THE TRANSNET DIGITAL PROCUREMENT SYSTEM (TDPS). ANY EMAIL ENQUIRIES SENT OUTSIDE OF THE SYSTEM WILL NOT BE RESPONDED TO. ONLY ONLINE TDPS ENQUIRIES WILL BE ADDRESSED.

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Table of Contents

The Tender

Part T1: Tendering Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

Part T2: Returnable Documents

- T2.1 List of Returnable Document
- T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Parts 1 & 2)

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Price List

Part C3: Scope of Work

- C3 Service Information/ Specification

Part C4: Site Information

- C4 Site Information

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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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].

DESCRIPTION	For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za, CIDB Website and the Transnet website at https://esupplierportal.transnet.net/ please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<i>NO Tender Clarification Meeting will be conducted.</i> However, Bidders who have enquiries must fill in the Request for Clarification form and send it via e-mail to mulweli.mukosi@transnet.net
VALIDITY PERIOD	Twelve (12) weeks Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

2. TENDER SUBMISSION

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

- a) The Transnet Digital Procurement System can be accessed as follows:

<https://esupplierportal.transnet.net/>

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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

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

4. 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.

5. DISCLAIMERS

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

- 5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 5.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 5.4.

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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- 5.5. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
 - 5.6. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
 - 5.7. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
 - 5.8. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 5.9. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 5.10. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 5.11. 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.
 - 5.12. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-21], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
 - 5.13. 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.*
6. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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7. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

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

Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD: Supplier Number..... and Unique registration reference number.....

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



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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T1.2 TENDER DATA

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

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

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

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

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



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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Part C2: Pricing data

C2.1 Pricing instructions

C2.2 Price List

Part C3: Scope of work

C3.1 Service Information

Part C4: Site Information

C.1.4	The Employer's agent is:	Senior Buyer
	Name:	Mulweli Mukosi
	Address:	Transnet, Northern Region
	E – mail	Mulweli.mukosi@Transnet.net

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

1. Stage One - Eligibility with regards to submission of the following information (For Scoring, failure to submit will result in 0% Scoring being allocated) **on or before the closing date of tender:**

- Submit Valid CIDB Registration minimum Grade 3 GB or higher
- Submit Valid Letter of Good Standing (COIDA) from Department of Employment and Labour or its agencies.

2. Stage two: Mandatory (Failure to submit on or before the closing date of tender will result in disqualification of bid) - **Eligibility in terms of the Construction Industry Development Board and other requirements as listed below:**

- 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 3 GB or higher class of construction work, are eligible to have their tenders evaluated; and in possession/ or submit of the following on or before the closing date of tender.
- b) Joint Venture (JV)
Joint ventures are eligible to submit tenders subject to the following:
1. every member of the joint venture is registered with the CIDB;



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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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
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 3GB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- The Tender Number:

TP/2026/08/0159/10852/RFQ

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

C.2.15 Tender will close on the below link

Location: The Transnet Digital Procurement System Submission Portal:

<https://esupplierportal.transnet.net/>

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **Twelve (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.

The tenderer is required to submit with his tender:

Mandatory Documents/ Requirements:

- Submit Valid CIDB Registration minimum Grade 3 GB or higher
- Submit Valid Letter of Good Standing (COIDA) from Department of Employment and Labour or its agencies.
- Pricing data (online BOQ)

Essential Returnable Documents:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **Valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. Proof of registration on the Central Supplier Database;

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

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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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 Preferential Procurement Regulations 6 and 7.

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

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

Note: Transnet reserves the right to carry out an independent audit of the tenderer's 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. Therefore, in this bid process, the objective criterion to justify award of business to someone other than the highest ranked bidder will/ may be utilized based on the Objective criteria include but are not limited to the outcome of a due diligence exercise to

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be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

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

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



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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T2.1 List of Returnable Documents

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

Stage One Eligibility Criteria Schedule:

NO Tender Clarification Meeting will be held.

Evaluation Schedules (For Scoring):

N.B Please use the attached Evaluation Criteria for more information on scoring

T2.2-1 Specific Goals: A Valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a certified sworn affidavit confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender.

Stage Two as per CIDB: Eligibility Criteria Schedule

Mandatory Returnable:

T2.2-2 A valid Letter of Good Standing with the Workmen’s compensation fund by the tendering entity or separate Letters of Good Standing (COID-A) from all members of a newly constituted JV

T2.2-3 A valid CIDB Certificate in the correct designated grading – 3 GB or higher.

T2.2.4 Compulsory Enterprise Questionnaire (If Applicable)

T2.2-5: Record of Addenda to Tender Documents

2.1.2 Essential Returnable Schedules:

General:

T2.2-6 Authority to submit tender

T2.2-7 Schedule of proposed sub-contractors

T2.2-8 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

Agreement and Commitment by Tenderer:

T2.2-9 Non-Disclosure Agreement

T2.2-10 RFQ Declaration Form



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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- T2.2-11 RFQ – Breach of Law
- T2.2-12 Certificate of Acquaintance with Tender Document
- T2.2-13 Service Provider Integrity Pact
- T2.2-14 Supplier Code of Conduct
- T2.2-15 Two (2) years audited financial statements

2.2 C1.1 Form of offer and Acceptance

2.3 C1.2 Contract Data

2.4 C2.3 Pricing Data/ Price List

2.5 C3 Service information/specification/ Scope of Work

2.6 C4 Site Information

**TRANSNET PROPERTY****TENDER NUMBER:** TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

T2.2.4 : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



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SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION (LEVEL 1 AND 2)	20
Total points for Price and B-BBEE must not exceed	100

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

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **“Price”** includes all applicable taxes less all unconditional discounts.
- (i) **“Proof of B-BBEE Status Level of Contributor”**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (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.

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

	Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	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.

¹ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-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



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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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

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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having a controlling interest² in the enterprise,
employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

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:

² 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.

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

- 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 consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**TRANSNET PROPERTY****TENDER NUMBER:** TP/2026/08/0159/10852/RFQ

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T2.2-5: Record of Addenda to Tender Documents (if any)

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

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



DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

T2.2-6: 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



DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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



DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

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

_____ and any contract resulting from it on our behalf.

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

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

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

TRANSNET PROPERTY**TENDER NUMBER:** TP/2026/08/0159/10852/RFQ

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D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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T2.2-7: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans

14. T2.2-8 TAX CLEARANCE CERTIFICATE

SECTION 1: SBD1 FORM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TP/2026/08/0159/10852/RFQ	ISSUE DATE:	Refer to the date on the website	CLOSING DATE:	Refer to the date on the website	CLOSING TIME:	Refer to the website
DESCRIPTION	For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.						
BID RESPONSE DOCUMENTS SUBMISSION							
Transnet has implemented a new electronic tender submission system, the Transnet Digital Procurement System Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED. https://esupplierportal.transnet.net/							
All Clarification Must Be Submitted on the Transnet Digital Procurement System							
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES ☐ NO	

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE: _____

TRANSNET PROPERTY**TENDER NUMBER:** TP/2026/08/0159/10852/RFQ

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T2.2-9 NON-DISCLOSURE AGREEMENT

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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

THIS AGREEMENT is made effective as of day of 2026 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**], 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

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/Rfq

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

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

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/Rfq

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

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.

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.

2.5 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.

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

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.

TRANSNET PROPERTY**TENDER NUMBER:** TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

- 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

TRANSNET PROPERTY**TENDER NUMBER:** TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

T2.2-10: RFQ DECLARATION FORM

NAME OF COMPANY:

We _____ do hereby
certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The 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 T2.2-16 “Service Provider Integrity Pact”.

**TRANSNET PROPERTY****TENDER NUMBER:** TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

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

IMPORTANT NOTICE TO TENDERERS

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

TRANSNET PROPERTY**TENDER NUMBER:** TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

T2.2-11: REQUEST FOR QUOTATION – BREACH OF LAWNAME OF COMPANY:

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

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

NATURE OF BREACH:

_____DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER



DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

T2.2-12 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING

ENTITY: _____

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

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ



DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

T2.2-13 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”)

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

PREAMBLE

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

In order to achieve these goals, Transnet and the Tenderer/Service Provider/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:

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/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.

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee’s Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet’s employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

TENDER NUMBER: TP/2026/08/0159/10852/Rfq

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

- 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 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

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT 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.

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

- 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.

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

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.
- 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.

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

- 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.
- 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;

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor’s requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury’s database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and 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

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

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 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.

TENDER NUMBER: TP/2026/08/0159/10852/Rfq

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet’s Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal (“RFX”) declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 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:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

- 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

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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T2.2-14: 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:

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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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



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

T2.2-15: Two (2) years audited financial statements.

Attached to this schedule is the last two (2) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

Returnable document

T2.2-1: SPECIFIC GOALS 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 of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

1. GENERAL CONDITIONS

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION LEVEL 1 and 2	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

- 1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points 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

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

Returnable document

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) **“Ownership”** means 51% black ownership
- (e) **“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;
- (f) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (h) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **“Price”** includes all applicable taxes less all unconditional discounts.
- (j) **“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.
- (k) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (l) **“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.
- (m) **“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

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

Where

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

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

Returnable document

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 (80/20)
B-BBEE Level of contributor – Level 1 and 2	20
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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 Level of contributor – Level 1 and 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-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	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.

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

Returnable document

- 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 Transnet or regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

- v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

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Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-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 or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid 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;



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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Returnable document

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

WITNESSES	
1.	
2.	

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS.....



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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T2.2-2 Letter/s of Good Standing with the Workmen’s Compensation Fund

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

Name of Company/Members of Joint Venture:

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



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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T2.2-3: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3GB or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3GB or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. 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.

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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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 service for:

For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

The tenderer, identified in the Offer signature block, has

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

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

The original offered total of the Prices exclusive of VAT is	R
Less- Negotiated Discount Amount of	R
The new offered total of the Prices exclusive of VAT is	R
VAT @ 15%	R
The new offered total of the Prices inclusive of VAT is	R
(in words)	

If Option E or F apply, for each offered total insert in brackets, “(Not Applicable – Cost reimbursable)”

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

TRANSNET PROPERTY**TENDER NUMBER:** TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

**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 | 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 when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s)

.....

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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Name(s)	_____	_____
Capacity	_____	_____
for the Employer	Transnet SOC Ltd	_____

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

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

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.

TRANSNET PROPERTY**TENDER NUMBER:** TP/2026/08/0159/10852/RFQ

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For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)**(Insert name and address of organisation)*
Transnet SOC LtdName &
signature
of witness

Date

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Property 171 Minnaar Street Nzasm Pretoria 0001

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/Rfq

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	Tel No.	XXXX
10.1	The <i>Service Manager</i> is (name):	XXXX
	Address	XXXX
	Tel	XXXX
	e-mail	XXXX
11.2(2)	The Affected Property is	Various Transnet Buildings/Infrastructure in Mpumalanga Province.
11.2(13)	The <i>service</i> is	For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.
11.2(14)	The following matters will be included in the Risk Register	1. Risk of injury to contract personnel and all Site/Affected Property users due to lifting/moving of heavy objects. 2. Unprotected Strikes. 3. The Site/Property Affected buildings are largely remote from each other – there is a risk that a breakdown can occur at multiple areas at the same time. The bidder needs to clearly identify in his/her risk mitigation plan of how this will be dealt with – whilst in full compliance to the scope of work.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Varies with Task Order
2	The Contractor's main responsibilities	Part 3: Scope of Work and all documents and drawings to which it makes reference.
21.1	The <i>Contractor</i> submits a first plan for acceptance within	N/A
3	Time	

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/Rfq

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30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	Six 06 Months after signing of the contract by Transnet or when the amount in the budget allocated to this contract has been expended, whichever occurs first.
4	Testing and defects	As per section X18
5	Payment	
50.1	The <i>assessment interval</i> is	As and When works is Completed.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	30 days from the receipt of a valid Tax Invoice and Statement.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	None
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employers</i> risks	1.None
84.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provide</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	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.
84.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The total of the prices.

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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84.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The total of the prices.
84.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The total of the prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the Task Order at intervals no longer than	2 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Gauteng
	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	
X2	Changes in the law	No additional data is required for this Option
X17	Low service damages	

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/Rfq

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X17.1	The <i>service level table</i> is in	Part 3: Scope of Work (Table 1) and all documents and drawings to which it makes reference.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Total of the prices
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	Total of the prices
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	Total of the prices.
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	Total of the Prices.
X18.5	The <i>end of liability date</i> is	1 years after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Time to Quote stipulated upon the request of Service Task Order by the <i>Service Manager</i>. Additional Emergency Conditions Apply
Z	Additional conditions of contract	
Z1	Obligations in respect of Termination	
Z1.1	The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and Under the second main bullet, insert the following additional bullets after the last sub-bullet: - commenced business rescue proceedings (R22) - repudiated this Contract (R23)	
Z1.2	Termination Table The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"	
Z1.3	Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."	

TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

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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

- 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.
-

Z4 Protection of Personal Information Act

- 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
-

TRANSNET PROPERTY

CONTRACT NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE WORKS: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

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	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: <i>Supervisor</i> 1.Name: Job: Responsibilities: Qualifications: Experience: <i>Plumber</i> 2.Name: Job: Responsibilities: Qualifications:	

TRANSNET PROPERTY

CONTRACT NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE WORKS: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

Experience:
Electrician

3.Name:

Job

Responsibilities:

Qualifications:

Experience:

Experience:
HVAC Artisan

4 Name:

Job

Responsibilities:

Qualifications:

Experience:

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

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



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

C2.3 : PRICING DATA/ PRICE LIST

Pricing Data/ Price List (The pricing data for this transaction is to be found on the Transnet Digital Procurement System (TDPS) using the link on the on the SBD1 form or (<https://esupplierportal.transnet.net/>), bidders are to capture they rates online. PDF BOQ or any form of BOQ will not be accepted and will not be considered as a submission.

Bidders that failed to price the online BOQ per line item will be disqualified

C3: Scope of Work: Service Information

Definitions:

In this Scope of Work:-

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

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

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

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

1. Employer's objectives

- 1.1. The *Employer's* objective is to enter into a term service contract with the *Contractor* to provide preventative maintenance, corrective maintenance, emergency maintenance, and Ad Hoc services plus minor new works for Transnet assets in the Northern Region [Mpumalanga Province – Nelspruit Cluster] and any other building/property/site owned, managed or leased by the *Employer* within the Northern Region for a period of 06 months to ensure compliance with legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993).

2. Executive overview

- 2.1. The *Employer* is desirous that its Employees and Tenants receive the Services to ensure that the improvements, installation(s) and equipment in or on the *Site / Affected Property* will comply with all relevant regulations and standards through the conclusion of this Term Service Contract with the *Contractor*.
- 2.2. This Service covers the preventative-, corrective- and emergency maintenance, replacement of faulty / blocked components / equipment, all in situ and on a planned basis including minor new works and Ad Hoc Services. The services shall cover the Electrical, Lights, and Power installations, Electrical substations, storm water reticulation, building infrastructure, roofs, sewer network reticulation, air conditioning system/installation, mechanical equipment/installations, plumbing installation, general building installations, etc. on / in the Site / Affected Property as described in the applicable Activity Schedules annexure's and any other documents attached to this Scope of Work, or any other work arising out of or incidental to the above or required of the *Contractor* for the proper completion of the Service in accordance to the true meaning and intent of this Service Specification.

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3. Description of the service

3.1. Service Information:

- 3.1.1. Task orders will be issued by the *Service Manager* on an "as and when" required basis. The liability of the *Employer* is limited to the total of the Prices stated in the specific Task Order and not the total Price stated in the Service Information. The *Employer* is not obliged to issue any Task Order to the *Contractor* despite the *Contractor* being awarded the contract.
- 3.1.2. Emergency Task Orders may be given at any time by the *Service Manager* and different conditions needs to be adhered to as per Management of work done by Task Order.
- 3.1.3. *Contractor* to adhere to the following documentation within the Service Information:
 - 3.1.3.1. The Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act.
 - 3.1.3.2. Electrical Wiring Regulations SANS 10142-1 & 2
 - 3.1.3.3. National Building Regulations SANS 10400.
 - 3.1.3.4. The Regulations and By-laws of the Local Authority.
 - 3.1.3.5. The local Fire Department Regulations.
 - 3.1.3.6. Basic Conditions of Employment Act 75 of 1997
 - 3.1.3.7. Hazardous substance act 15 of 1973
 - 3.1.3.8. National water act 36 of 1998
 - 3.1.3.9. The Occupational Health and Safety Act, 1993
 - 3.1.3.10. The Construction Industry Development Board Act No. 38 of 2000 and amendments
 - 3.1.3.11. All relevant Regulations applicable to the Installation, which will include the requirements of the *Employer*.
 - 3.1.3.12. The above documentation shall be kept on site by the *Contractor* at all times, inclusive of the *Contractor's* Safety file.

3.2. The Service shall include, but not limited to:

- 3.2.1. All planned/scheduled maintenance, these shall include the management, maintenance and repairing/replacement of all equipment covered within this Scope of work including but not limited to:
 - 3.2.1.1. Complete domestic water installation/network and supply including storage tanks, valves, pumps, hydro-boils and heat-pumps.
 - 3.2.1.2. Storm / rainwater installation / network including full-bores, sumps, pits (up to 1 meter deep), and storm water pipes of up to 250mm in diameter between sumps.
 - 3.2.1.3. Storm water drains and catch pits/sumps over 1 meter to 2 meters deep and storm water pipes over 250mm up to 500mm diameter between sumps.
 - 3.2.1.4. Gate valves of water mains up to 250mm, gland packings to ensure easy turning when required to shut off water supply.
 - 3.2.1.5. Complete sewer and waste water installation / network including sumps, valves, oil / grease traps, pumps etc.
 - 3.2.1.6. Complete hot water installation / network and supply including storage tanks, lagging, valves and pumps.
 - 3.2.1.7. Plumbing installation/reticulation.
 - 3.2.1.8. Structure and roofs, cleaning of asbestos/galvanised gutter up to 300mm wide including downpipes.

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- 3.2.1.9. Exterior and interior building fabrics; roads, paving, minor brick works, partitioning, tiling, ceilings, flooring, Ironmongery, glazing, painting etc.
- 3.2.1.10. Ablution facilities, including but not limited to inspecting/serving/replacing of flush masters, urinals, taps, water closets set, water leaks, clean service ducts, toilet doors including locking mechanism, worn-out 100 mm butt hinges type etc.
- 3.2.1.11. Remove and replace damaged steel palisade fence panels including cutting of rails to size, fitting brackets to posts and bolting of pales to rails with bolts & nuts.
- 3.2.1.12. General repairs (e.g. carpentry & joinery),
- 3.2.1.13. Painting of traffic lines, parking bay structural steels, roof timbers, roofs, ceilings, walls, doorframes, moulds, rain water goods, etc.
- 3.2.1.14. Applying 1 coat of traffic paint to the following direction arrows up to 4 meters long: straight only, right only, left only, curved right & curved left.
- 3.2.1.15. Painting of numerals and letters up to 300mm highx40mm stroke on rough tarmac or concrete surfaces including setting out, marking out, cleaning and barricading.
- 3.2.1.16. Replacing loose/damaged road kerbing, remove damage concrete footing, recast concrete and replace back in position, align and grout joints.
- 3.2.1.17. Replacement of faulty / worn out components of pumps and adjustments, all in situ and on a planned basis or any other work arising out of or incidental to the above or required of the *Contractor* for the proper completion of the Service in accordance to the true meaning and intent of this Contract
- 3.2.1.18. Annual inspection, servicing, emptying, cleaning and maintenance of sewer pumps
- 3.2.1.19. Annual inspection of pump control panel and associated parts to ensure optimal operation.
- 3.2.1.20. Servicing of non-return valves.
- 3.2.1.21. Quarterly Servicing of the boom gates
- 3.2.1.22. Unblocking of all types of drains using jet vacuuming equipment.
- 3.2.1.23. Emergency Call-Out service.
- 3.2.1.24. The cleaning, removal of components and waste deposits, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention and touch up paint of the unit / system / installation.
- 3.2.1.25. Furnishing a completed activity schedule following each inspection and / or emergency call, incorporating a description of the malfunction and action taken.
- 3.2.1.26. Complete Heating Ventilation and Air Conditioning (HVAC) installation,
- 3.2.1.27. Maintenance for HVAC shall be provided on a planned (As per Activity Schedule attached in Annexure 2.3 of this Scope of Work), ad-hoc and emergency call outs only,
- 3.2.1.28. Repairing all interconnecting pipework if required.
- 3.2.1.29. Adjusting, maintaining and repairing all supply and return air grilles and diffusers, fire dampers, opposed blade dampers and damper operators.

- 3.2.1.30. Repairing all ductwork, sound attenuators and supporting equipment.
- 3.2.1.31. Adjusting, maintaining, repairing and replacing fuses, circuit breakers, isolators, starter switches, pilot lights, amp and volt meters and electric wiring from main incoming isolator.
- 3.2.1.32. Maintenance and service of electrical kiosks.
- 3.2.1.33. Maintenance and service of distribution boards.
- 3.2.1.34. Maintain all plant / transformer rooms and or service ducts in a clean, neat and tidy condition and remove all debris and surplus materials from the Site / Affected Property.
- 3.2.1.35. Maintenance and service on lighting and extra low voltage lighting installation.
- 3.2.1.36. Maintenance and service of electrical control box/panels.
- 3.2.1.37. Maintenance and service of substation equipment.
- 3.2.1.38. Annual maintenance and service report of substation equipment
- 3.2.1.39. Annual testing of medium and high voltage substation equipment.
- 3.2.1.40. Testing of medium and high voltage transformers
- 3.2.1.41. Maintenance and service on power skirting installation
- 3.2.1.42. Monthly, Quarterly and Annual maintenance and service of UPS equipment.
- 3.2.1.43. Monthly maintenance and service report of standby generator set.
- 3.2.1.44. The inspection of Electrical reticulation, Distribution boards, Cable ducts, trenches and other wire ways, Lighting and power points
- 3.2.1.45. Ensured that live electrical equipment is inaccessible, that electric circuits are protected and that lighting and power systems are operational.
- 3.2.1.46. Conduct the condition assessment of all the Installation and provide a comprehensive report to the *Employer* with a detailed and fully motivated quotation for work requiring immediate attention to bring the Installation into a maintainable condition.
 - 3.2.1.46.1. This estimate shall be submitted to the *Employer* for his consideration and decision as to the necessity for the work.
 - 3.2.1.46.2. Failure to comply with this requirement after having made his first visit to the Affected Site shall imply that the *Contractor* accepts the Installation as being in sound working order, a satisfactory state of repair and compliant with all applicable statutory requirements at the commencement of his Contract.
 - 3.2.1.46.3. The estimate must be received within three (6) months of the starting date of the Contract.
- 3.2.1.47. Examining thoroughly validity of the existing Certificate of Compliance (CoC). Certificates will be checked by each newly appointed *Contractor* to ensure compliance of the certificates.
 - 3.2.1.47.1. If the installation / certificate has any defects the *Contractor* shall compile a defect report, which shall be handed to the *Service Manager*. If the *Employer* agrees with

the defect / need for a certificate a Task Order will be issued and the *Contractor* will repair the defects and issue a certificate of compliance.

3.2.1.47.2. If there are no compliance certificates available for an existing Installation on a specific Affected Property, the *Contractor* shall compile a defect report that will be handed to the *Service Manager* for his direction.

3.2.1.47.3. In the event of amendments to the existing installation by the *Contractor*, the *Contractor* shall provide the *Employer* with compliance certificates at his costs for all alterations or extensions that the *Contractor* undertakes once work has been completed and before being commissioned.

3.2.1.47.4. The certificate shall not exclude any part of the installation but shall cover the installation.

3.2.1.48. Compliance of the Installation shall include but not be limited to the following:

3.2.1.48.1. **Sockets and light circuits**

- a. All plug circuits shall be appropriately labelled at both the source (DB) and outlet ends.
- b. All new plug circuits shall not have more than 8 plugs per circuit. Where an existing plug circuit already has 8 or more plugs no additional plugs will be allowed on the same circuit.
- c. Earth leakage tests shall be done on plugs to ensure that they are correctly connected and that there are no signs of a floating earth current.
- d. Replacement of plugs should be of the same type and rating.
- e. All new light circuits shall not have more than 14 lights per circuit. Where an existing light circuit already has 14 or more lights no additional lights will be allowed on the same circuit.
- f. All light circuits shall be labelled and depicted on drawings indicating the circuits. A copy of the drawings shall be handed to the *Employer*.
- g. All lamps and ancillary equipment that are replaced should be replaced with equipment of the correct rating, make, type, model and wattage. All spent lamps shall be disposed of in accordance with statutory requirements.
- h. All plugs that are intended for luminaires only, shall not exceed a rating of 6 amps. These plugs shall only supply one luminaire per plug.

3.2.1.48.2. **Distribution boards / control panel and boxes**

- a. Shall indicate where they are being fed from and the KA rating.
- b. Shall have a danger notice fixed to them instructing if leakage current or inadvertent contact should occur the main switch should be switched off.
- c. The equipment mounted into it shall be so positioned to allow any conductor to be removed without any obstruction.
- d. All unoccupied spaces shall be fitted with blank covers.
- e. Permanent labelling shall identify both incoming and outgoing circuits.

- f. Series connected cascaded systems shall have a notice fixed to them indicating that this is a cascaded system and unless otherwise recommended shall not be fitted with any other breaker, except for those identical in the system. In the case that the identical circuit breaker is not available, the manufacturer of the replacement circuit breaker shall confirm in writing that the circuit breaker can be used in this cascading system. This shall also be approved by the *Employer's* competent technical Person, in writing, before installation.

3.2.1.48.3. **Earth leakage protection**

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

3.2.1.48.4. **Earthing**

- a. Each earth conductor connected to the main earthing terminal shall be able to disconnect individually.
- b. The secondary winding of the transformer shall also be earthed.
- c. Earth continuity conductors should consist of compatible conductors.
- d. If the earth continuity conductor forms part of a flexible cable it shall be the same size as the largest phase conductor.
- e. Connections of earth continuity conductors shall not rely on twisting of the conductor or the strands of the conductor but be crimp-ferruled, lugged or soldered.
- f. Earth continuity conductor shall not be used to carry any currents other than fault current.

3.2.1.48.5. **Bonding**

- a. The bonding conductor shall at least be of an area equal to 2.5mm² or more.
- b. All metallic roofs, downpipes, gutters, hot and cold-water pipes and antennas should be bonded, and the earth continuity path shall not exceed 0.2 Ω (ohms).

3.2.1.48.6. **Extra low voltage lighting**

- a. Rated output current of safety transformer used for low voltage lighting should not exceed 25 A (amps).
- b. When installing low voltage supplies the length of the conductor should be considered to accommodate the voltage drop that will occur. The conductors used shall have a steady current rating to accommodate the high currents associated with low voltage lights.
- c. The conductor size of low voltage supply shall not be less than 1,5mm².
- d. The sum of current ratings of the secondary circuits should not exceed 90% of the transformer's rating.

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- 3.2.1.49. Check correctness and or relevance of all Activity Schedules and where needed provide the *Employer* with the proposed amendments.
 - 3.2.1.49.1. The *Contractor* shall use these set of Activity Schedules per Site as directed that will be neatly bound to serve as an Installation Logbook for the Affected Property.
 - 3.2.1.49.2. Checks / maintenance / inspection / tests etc. will also include those specified by the supplier or manufacturer in the components of the Installation. The *Contractor* shall be responsible to incorporate these in the applicable Planned Maintenance list.
 - 3.2.1.49.3. Planning of all normal services must ensure that there will be minimal disruption to the Installation.
- 3.2.2. The *Contractor* shall at all times upon arrival on the Affected Property for each inspection / service or call-out, report to the *Service Manager* in order to ascertain the reason for the call-out, and / or to obtain information with regard to any problems with the Service and or Installation on the Affected Property.
- 3.2.3. The *Contractor* shall assist the lift maintenance *Contractor*, where applicable, to thoroughly test the lift emergency power operation by simulating a power failure.
- 3.2.4. The process / procedures for working on medium and high voltage equipment shall be as follows:
 - 3.2.4.1. Access to High voltage installations is not permitted unless accompanied by Transnet's competent person or person authorised to perform/access any work in the area.
 - 3.2.4.2. All personnel or *Subcontractors* of the *Contractor* that have to perform duties on HT equipment must be trained and certified on medium and high voltage equipment. As per Transnet Training/Occupational Regulations on High Voltage Systems (ORHVS) or equivalent.
 - 3.2.4.3. The *Service Manager* must be notified five (5) working days in advance of all work that must be performed on HT equipment to facilitate necessary arrangements and the issuing of permits, etc. Especially for substation that form part of the TFR ring feed.
- 3.2.5. Within two (3) months of notification of acceptance of the tender, the *Contractor* shall submit to the *Employer* for his approval and acceptance a *Contractors Plan / Maintenance Plan*.
 - 3.2.5.1. No deviation from programmed dates will be allowed once agreed between the *Employer* and the *Contractor*. The first payment certificate will not be passed for payment until this program has been lodged and approved by the *Employer*.
 - 3.2.5.2. Acceptance of the *Contractors Plan / Maintenance Plan* by the *Employer* shall not limit in any way the *Contractor's* responsibility to undertake whatever Service that is required during the Contract period to ensure safe operation of the Installations. The Plan shall be structured and implemented so as to ensure a maximum Installation operation and minimise downtime.
 - 3.2.5.3. The *Employer* may order alterations, extras, additions to or omissions from the Services however it will not be of any force or effect unless reduced to writing. The *Contractor* shall carry out or give effect to such orders from the *Employer*. The rates for such work shall be agreed between the *Contractor* and the *Employer*, where rates are not quoted for in the Price List / Rates.
 - 3.2.5.4. The *Contractor* shall work in accordance with the compiled plan indicated above.

- 3.3. The *Contractor* shall:



TRANSNET PROPERTY

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- 3.3.1. Ensure that he/she has adequate equipment to carry-out the activities as specified in this scope of work. *Employer* shall not purchase/hire the equipment for the *Contractor* to perform any activity included in this scope of work.
- 3.3.2. Touch-up paint on equipment to minimise deterioration and to keep in an acceptable and neat condition.
- 3.3.3. Complete the applicable Activity schedule following each inspection and / or emergency call, incorporating a description of the malfunction and action taken.
- 3.3.4. Attend management meetings from time to time with the *Employer* in order to discuss any technical matters that require clarification or action and progress, as and when required by the *Employer* or his representative.
- 3.3.5. Direct and monitor specialist sub*Contractors* to ensure efficient and timely execution of the work in co-operation with the *Service Manager*.
- 3.3.6. All workspace, surfaces and items covered by this contract must appear clean and neat each day in accordance with the discretion of the *Employer*.
- 3.3.7. In the event of emergency repairs being required, the need for such repairs shall be reported immediately to the *Employer* or his representative for further instructions.
- 3.3.8. The results and dates of all tests shall be recorded in the site maintenance register. The *Employer* shall be informed at least thirty (30) days prior to the tests.
- 3.3.9. Be responsible for making arrangements with the *Employer* or his representative regarding the availability of the Installation for the purpose of servicing and / or repairs.
- 3.3.10. Be responsible for overall management and supervision of the contracted personnel performing duties at the Premises in accordance with the provisions of this Contract.
- 3.3.11. It is expected from the *Contractor* to ensure that all duties and tasks to be performed on site are adhered to.
- 3.3.12. Exercise adequate skill, care and diligence in the rendering of the services and the performance of its obligations to the *Employer*.
- 3.3.13. Inform the *Employer* in writing prior to carrying out of any modification to the existing Installation, even if this modification may benefit the Installation or if the cost of this modification is for the *Contractor's* account.
- 3.3.14. Inform the *Employer* of all improvements or revisions related to the Installation. These notifications shall take the form of technical notices or sales releases under a covering letter from the *Contractor*.
- 3.3.15. Approval given by the *Employer* shall not relieve the *Contractor* from responsibility for due performance of this Contract and adherence to Technical Information provided by the *Employer*.
- 3.3.16. Protect the *Employer* and *Employer's* employees against all losses, expenses, demands, errors or omissions, including faulty design and / or detailing of the *Contractor*, its sub*Contractors*, agents or employees in the provision of any documentation under the terms of the Contract. To this end, it shall be the *Contractor's* responsibility to arrange professional indemnity cover through an insurance company acceptable to the *Employer*, the limits of such cover to be determined by the *Employer* in relation to the Service.
- 3.3.17. Carry out the various service activities as detailed in the maintenance plan. The schedules clearly state the frequencies at which these services are to be performed i.e., on a weekly, monthly,

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

quarterly, six monthly etc. basis. The maintenance plan shall not limit in any way the *Contractor's* responsibility to undertake whatever tasks are required during this Contract period to ensure achievement of the maintenance objectives on receipt of request from *Employer*.

- 3.3.18. Ensure that the Installation at all times comply with provisions of all Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations applicable to the specific Installation.
 - 3.3.19. Take adequate precaution against damage to the Site/Affected Property, Installations, equipment, protect the public, the property of the public, the property and workmen of the *Employer* and all other persons, from injury or damage during the course of the Service. The *Contractor* or any of its employees, sub-*Contractors* or agents will be held responsible for any damage to the Site / Affected Property or the contents thereof or for indirect loss, caused by him, either as a result of his actions or failure to act, whether it was done during the normal performance of their duties or not, and a claim for damages may be instituted against the *Contractor* accordingly.
 - 3.3.20. Be entitled to use such supplies of electricity and water as may be available on the Site / Affected Property for the purpose of the Service, and at his own expense shall provide any apparatus necessary for such use.
 - 3.3.21. Inspect the *Site / Affected Property* on an on-going basis to identify non-compliances and determine necessary cleaning and repairs.
 - 3.3.22. Replace all parts timeously, thereby limiting the incidence of breakdowns, unplanned maintenance or repair and consequently maintain maximum network and equipment operation.
 - 3.3.23. Ensure that the downtime does not exceed the maximum allowable downtime as specified in this Scope of Work.
 - 3.3.24. Updating of equipment lists, registers and data sheets of all equipment and equipment changes, replacement or upgrade.
- 3.4. The *Employer* shall:
- 3.4.1. Report to the *Contractor* any irregular performance of or defect in, or damage to any items covered under this Contract.
 - 3.4.2. Use the items covered under this Contract in a normal and proper manner, including preventing a material change in the use or usage or the overloading thereof.
 - 3.4.3. Protect the items covered under this Contract against vandalism, abuse or misuse and accidental damage.
 - 3.4.4. Ensure that the Site / Affected Property with regards to the equipment spaces comply with the applicable regulations and local bylaws.
 - 3.4.5. At the request of the *Contractor*, shall arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.
 - 3.4.6. Any disruptions which are deemed to be beyond the *Contractor's* control and which result in the *Contractor's* workmen having to leave an area in or on the Site / Affected Property shall be logged in the applicable report book.

3.5. Emergency Call Out Service and Downtime of Equipment

- 3.5.1. The *Contractor* shall for the period of this Contract provide and maintain a 24-7 emergency call-out service, enabling a qualified technician (competent person) being called upon by the *Service Manager* to undertake any repairs or emergency service within the time as stipulated below.

- 3.5.2. Emergency service may be executed without receipt an accepted Task Order and solely on the instructions from the *Service Manager*. The *Contractor* must however ensure that such recipient of services/client signs the job card/Completion Certificate and/or Proof of Delivery. The *Contractor* must also ensure that he/she obtains an accepted Task Order from the *Service Manager* the following working day.
- 3.5.3. The *Contractor* shall inform the *Service Manager* verbally and act immediately on any potentially hazard or undesirable situation which may cause harm to persons, or which may damage or reduce the life expectancy of the equipment, even if the hazardous or undesirable situation does not form part of the Service.
- 3.5.4. Only breakdowns which affect public health and safety and/or the operation and safety of sensitive equipment, shall be treated as emergency repairs. Breakdowns involving personal comfort shall not be considered as emergency repairs unless authorized by the *Service Manager*.
- 3.5.5. The response time for emergency callouts (i.e. from the *Contractor's* receipt of an official instruction from the *Service Manager* to his/her attendance on Site / Affected Property) shall be as follows:
- 3.5.6. Emergency callouts shall not exceed:
 - 3.5.6.1. One (1) hour within the twenty-five (25) kilometre radius from this contract's central point,
 - 3.5.6.2. Two (2) hours within a fifty (50) kilometres radius from this contract's central point,
 - 3.5.6.3. Three (3) hours further than fifty (50) kilometres from this contract's central point.
- 3.5.7. Normal breakdown calls shall not exceed:
 - 3.5.7.1. Two (2) hours within twenty-five (25) kilometres radius from this contract's central point,
 - 3.5.7.2. Four (4) hours within twenty-five (50) kilometres radius from this contract's central point,
 - 3.5.7.3. Six (6) hours further than fifty (50) kilometres radius from this contract's central point,
- 3.5.8. Allowed downtimes for the equipment on / in the Site / Affected Property shall be as follow:
 - 3.5.8.1. Minor failures / problems, (such as external repairs to the chillers or pump-sets not requiring stripping or replacement of components readily available) shall not exceed the normal breakdown call time plus one (1) hour after the receipt of the official Task Order.
 - 3.5.8.2. Major failures / problems, mechanical failures, requiring stripping and rebuilding or machining shall not exceed five (5) days after the receipt of the official Task Order.
 - 3.5.8.3. Repairs to any water leaks shall not exceed one (1) day after the receipt of the official Task Order.
- 3.5.9. Should repairs not be possible within the downtime as indicated in this clause, Emergency call out services and downtime of equipment above, it will be the responsibility of the *Contractor* to obtain extension of time. The request must describe the breakdown, the cause of it, and state clearly all the reasons for the extension and the actual extension required in regard to the repair.
- 3.5.10. No extra payment will be made for the standby service availability and attendance to breakdowns or other emergencies whether or not during or after normal working hours and the costs thereof shall be included in the Price list/ Rate.

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

- 3.5.11. All breakdowns shall be analysed by the *Contractor* and relevant action shall be taken. The fault analysis (call-out rate) shall be compiled by the *Contractor* and shall be recorded. This history shall be kept for at least three (3) years
- 3.5.12. Failure of the *Contractor* to meet the response-time or downtimes under normal circumstances may indicate the *Contractor's* inability to provide the required Service and may invoke termination of this Contract.
- 3.5.13. The *Contractor* shall ensure that the *Service Manager* is at all times in possession of such telephone numbers and contact addresses as may be necessary to enable the *Employer* to make emergency calls / callouts. Adequate communication equipment shall be provided by the *Contractor* to ensure a minimum delay in the response to emergency calls.

4 Management structures

4.1. Performances Measures

- 4.1.1. It is recorded and agreed that, in the event that the *Contractor* fails to deliver goods or render Services stipulated in this Scope of Work, *Employer* shall be entitled to impose penalties on the *Contractor* as indicated in Low Service Damages, Table 1 below.
- 4.1.2. The *Employer's* right to impose penalties does not in any way detract the *Employer's* right to claim damages instead of penalties in the event of a breach by the *Contractor* of any or all of the terms and conditions of this Agreement.

Table 1: Low Service Damage

Low Service Damage Description	Value of Low Service Damages	Limit of Low Service Damage
Time To Quote delays (Delays from the <i>Contractor</i> to submit the quoted Task Order with a Programme to the <i>Service Manager</i> within the stipulated timeframe)	0.5% of the Task Order value per day	10% of the Task Order value
Task Order Execution Commencement Delays (Delays in the start of the Task as stipulated in the signed Task Order programme)	1.5% of the Task Order value per day	10% of the Task Order value
Task Order Execution Completion Delays (Delays in the completion of the Task as stipulated in the signed Task Order programme)	1.5% of the Task Order value per day	10% of the Task Order value
Emergency call-outs Response Time delays (<i>Contractor's</i> delays in responding to the emergency call-out as set out in clause 3.5 - Emergency Call Out Service and Downtime of Equipment.)	0.5% of the Task Order value per hour	10% of the Task Order value
Rework due to poor workmanship	2% of the Task Order value per day	10% of the Task Order value
No response of NCR within 3 days	1% of the Task Order value per day	10% of the Task Order value

* The Low Service Damage is applicable per Task Order.

* Value of Low Service Damage is the minimum penalty per Task Order to be imposed on a Contractor in an event of such breach. The maximum penalty to be imposed per Task Order per breach is limited to 10% of the Task Order value.

4.2. Management meetings

- 4.2.1. The *Contractor* or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Maintenance Co-ordination/Risk Reduction meetings with the *Employer* or his delegate to discuss the provision of Services, and the *Contractor* warrants that any

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

representative who attends such Maintenance Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the *Contractor* vis-a-vis all decisions taken and agreements reached. Minutes and records of such Maintenance Co-ordination/Risk Reduction meetings shall be the responsibility of the *Employer*. Minutes will be made available to the *Contractor* within seven (7) working days.

4.2.2. Regular meetings of a general nature may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Discussions to take place as soon as a risk is notified	<i>Service Manager's</i> Office and/or Ms. Teams	<i>Contractor, Service Manager, Co-ordinator and Contract Supervisor/Technicians</i>
Overall contract progress and feedback	Monthly basis	<i>Service Manager's</i> Office and/or Ms. Teams	<i>Service Manager, Contractor, Coordinator and Contract Supervisor/Technician</i>
Emergency breakdown events	Daily or as required	Site and/or Ms. Teams	<i>Service Manager, and Contract supervisor/Technician</i>

4.1.1. If the *Contractor* can't attend any meeting his feedback should be formally communicated through to the *Service Manager*.

4.1.2. The *Contractor* will provide a detailed feedback report on a daily basis and/or as required during Emergency breakdown providing accurate feedback on the status of service carried out by the *Contractor*. This report should indicate accurate progress of service and if any constraints are experienced, the *Contractor* to communicate with the *Service Manager* and mitigate the risks with action plans.

4.1.3. Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

4.1.4. All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

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

- 4.1.1.1. Name, address and telephone number of the *Contractor*.
- 4.1.1.2. Date of report and reporting period.
- 4.1.1.3. Detail on the results of each examination, including any faults analysis, modification, replacement and repair work, adjustment and test carried out.
- 4.1.1.4. Results of tests on safety devices.
- 4.1.1.5. Incidents/events.
- 4.1.1.6. Problems, including administrative problems with the *Employer* experienced during reporting period.
- 4.1.1.7. Any factors that affect, or may affect, the safety of the Site / Affected Property or Installation, people and equipment.

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

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

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

4.2. *Contractor's* Management, Supervision and Key People

4.2.1. The *Contractor* to provide a key list of personnel who will carry out the work on site with their qualifications attached. A company organogram will be needed by the *Service Manager* to communicate accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

- 4.2.11. Should the *Employer* at any time during the term of this Contract make any facility available to the *Contractor*, the *Contractor* shall, at its own cost maintain and keep such facility during the term of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the *Contractor*, fair wear and tear excepted. The *Contractor* will be liable for all electricity cost.
- 4.2.12. The *Contractor* shall make his own arrangements in respect of the installation and provision of telephones at the Site / Affected Property at his own cost, should the *Contractor* deem it necessary.
- 4.2.13. The employees of the *Contractor* may only use toilet facilities that have been pointed out to them.
- 4.2.14. The employees of the *Contractor* may use rest-room facilities that have been pointed out to the *Contractor* (if available). However, it is not the duty of the *Employer* to make such rest-room facilities available.
- 4.2.15. The *Contractor* shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.
- 4.2.16. If the *Employer* requires any information regarding any of the employees of the *Contractor* who are involved in the rendering of the Service in terms of this Contract, the *Contractor* will furnish such available information immediately.

4.3.Deliverables

- 4.3.1. The service *Contractors* shall submit the following reports, attached to all invoices:

- 4.3.1.1. Report on services delivered/performed;
- 4.3.1.2. Service delivered performance;
- 4.3.1.3. Chemicals used;
- 4.3.1.4. Completed checklist where applicable;
- 4.3.1.5. Ad hoc services requested where applicable;
- 4.3.1.6. Any and all staff and labour issues that can affect service delivery to Transnet;
- 4.3.1.7. Incident report summary as compiled. All incidents shall be reported as soon as they occur and a flash/notice report generated within the same shift. A detailed investigative report with corrective and preventative detail shall be submitted within 48 hours from the occurrence of the incident.

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

4.4.Documentation Control

- 4.4.1. The *Employer* will provide the *Contractor* at the appropriate times with the Technical Information necessary to enable the *Contractor* to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the *Employer* and on demand and on termination of the Contract shall be returned to the *Employer*.
- 4.4.2. During the progress of the Services/Task and prior to their completion, the *Contractor* will submit to the *Employer* any Documentation as requiring submission to the *Employer* prior to completion of the Contract/Task.
- 4.4.3. If it is agreed between the *Employer* and the *Contractor* that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the *Contractor* and the Documentation, thus modified will be re-submitted to the *Employer* prior to the completion of the Contract/Task.

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

- 4.4.4. Where applicable, the Documentation to be supplied to the *Employer* in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the *Contractor's* Services.
- 4.4.5. The *Employer* may from time to time during the progress of the Contract instruct the *Contractor* to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as the *Employer* may require.
- 4.4.6. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the *Employer* and the *Contractor*, but generally as soon as possible after such Documentation is completed by the *Contractor*.
- 4.4.7. The *Contractor* will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the *Employer* by the *Contractor* at agreed intervals.
- 4.4.8. The *Employer* will have the right at all reasonable times to inspect the Documentation of the *Contractor* or any Sub-*Contractor*.
- 4.4.9. All Documentation shall become and remain the property of the *Employer*. Title to all information, know how, inventions and improvements disclosed to the *Employer* by the *Contractor* under the Contract will become the property of the *Employer*.
- 4.4.10. Approval given by the *Employer* shall not relieve the *Contractor* from responsibility for due performance of this Contract and adherence to Technical Information provided by the *Employer*. The *Contractor* shall protect and save harmless the *Employer* and *Employer's* employees against all losses, expenses, demands, errors or omissions, including faulty design and / or detailing of the *Contractor*, its sub-*Contractors*, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the *Contractor's* responsibility to arrange professional indemnity cover through an insurance company acceptable to the *Employer*, the limits of such cover to be determined by the *Employer* in relation to the Service.
- 4.4.11. The *Contractor* shall inform the *Employer* in writing prior to carrying out of any modification to the existing Installation by the *Contractor*, even if this modification may benefit the Installation or if the cost of this modification is for the *Contractor's* account.
- 4.4.12. The *Contractor* shall inform the *Employer* of all improvements or revisions related to the Installation. These notifications shall take the form of technical notices or sales releases under a covering letter from the *Contractor*.
- 4.4.13. The *Contractor* shall on a monthly basis provide the *Employer* with all records related to this Contract/Service.
- 4.4.14. The *Contractor* shall provide maintenance site registers located in the plant rooms and maintain accurate records of all service procedures, site visits, stoppages, breakdowns, planned repairs and safety related equipment operational tests and checks.

4.5. Invoicing and Payment

- 4.5.1. Upon completion/delivery of the works/services, where applicable, inspections will be carried out by the *Service Manager* or *appointed Employer representative* and the *Contractor*, to affect quality assurance. If the service has been completed to the *Service Manager* or *appointed Employer representative's* satisfaction and upon agreement being reached on the amount to be included in the payment certificate shall the *Contractor* within one week (7 days), provide the *Employer* with a VAT invoice.

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

4.5.2. When making a claim for payment, the *Contractor* shall submit to the *Service Manager or appointed Employer representative* a complete and correct tax invoice with all relevant service reports / sheets, log sheets, invoices, time sheets for any authorised additional work, schedules and reports properly complete setting out details of Services / Tasks carried out and recommendations for any additional work required to enhance and maintain the performance and reliability of the Installation for scrutiny and verification of the correctness.

4.5.3. The following information shall be reflected on the VAT invoices:

- 4.5.3.1. Name and address of the *Contractor* and the *Service Manager*.
- 4.5.3.2. The contract number and title.
- 4.5.3.3. *Contractor's* VAT registration number.
- 4.5.3.4. The *Employer's* VAT registration number 4720103177.
- 4.5.3.5. Full description of Service / Task performed.
- 4.5.3.6. Purchase Order Number.
- 4.5.3.7. Task Order number.
- 4.5.3.8. Site/Affected Property name and Asset number.
- 4.5.3.9. Detailed list of materials / spare parts and/or yellow plant used/hired showing unit prices, *Contractor's* mark-up, and sub-total.
- 4.5.3.10. Copies of all applicable invoices with the applicable Installation inventory number (invoices without order numbers will not be processed for payment).
- 4.5.3.11. Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.

4.5.4. The following supporting documentation must be furnished in respect of all invoices:

- 4.5.4.1. Materials / spare parts, yellow plant hire, and any sub-contract service bought out in the form of copies of supplier/s invoices or copies of priced delivery notes. Notwithstanding the foregoing, the *Service Manager or appointed Employer representative* shall have the right to call for invoices rendered by suppliers to the *Contractor* in respect of spares, yellow plant hire, and materials purchased for repairs and service to Installations and shall be entitled to withhold the issuing of the payment certificate to the *Contractor* until such information / documentation have been furnished to the *Employer*, provided that, in respect of additional documentation required by the *Employer*, the *Employer's* instruction shall have been given to the *Contractor* in sufficient time before any such payments certificate became due.
- 4.5.4.2. Signed Completion Certificate - signed by the *Contractor*, client/recipient of the service, and the *Service Manager*.
- 4.5.4.3. In the event of Ad Hoc Services, i.e. water delivery and/or septic tank desludge, a Proof of Delivery signed by the recipient of services/client and/or Transnet Employee who witnessed and/or confirmed the delivery of such services.

4.5.5. No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule execution against the approved Task Order for the applicable period.

4.5.6. Payment will be made thirty (30) days from the date of receipt of the *Contractor's* signed invoice and credit notes (where applicable).

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

4.5.8. In the event of Ad Hoc Services been delivered/completed, both parties have to agree that the service has been delivered/completed successfully prior to invoicing.

4.5.9. *Contractor* is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

4.1. Training Workshops and Technology Transfer

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

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

4.2. Design and Supply of Equipment

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

4.3. Things Provided at the End of the Service Period for the *Employer's* Use

4.3.1. Equipment

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

4.3.2. Information

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

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

4.4. Management of Work Done by Task Order

4.4.1. A Task is work within the service which the *Service Manager* may instruct the *Contractor* to carry out within a stated period of time.

4.4.2. A signed and approved Task Order is the *Service Manager's* instruction to carry out a Task.

4.4.3. Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.

4.4.4. Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

4.4.5. A Task Order shall include:

- 4.4.5.1. A detailed description of the work in the Task.
- 4.4.5.2. Site/Affected Property name and asset number.
- 4.4.5.3. A priced list of items of work in the Task in which items taken from the Price List are identified.
- 4.4.5.4. The starting and completion dates for the Task (Programme).
- 4.4.5.5. Conditions of the *service agreement* in accordance with the Task Order issued.

4.4.6. The *Service Manager* shall consult the *Contractor* about the contents of a Task Order before he/she issues it.

4.4.7. The Prices for items in the Task price list which are not taken from the Price List are assessed in accordance with Labour rate and mark-ups prices in the Price List.

4.4.8. No Task Order shall be issued after the end of the contract service period.

4.4.9. Work shall not commence on site without the *Contractor* receiving a detailed Task Order that has been agreed upon by the *Service Manager* and the *Contractor*. No work will be done by the *Contractor* without a Task Order issued to the *Contractor* by the *Service Manager* or *Employer's* designated person. This Task Order will refer to a complaint number (where applicable) and details regarding the work that must be attended to by the *Contractor*.

4.4.10. It is the *Contractors* responsibility to provide the *Service Manager* with a detailed Task Order programme and the quotation of works for acceptance within the period stated.

4.4.11. Only when the Task Order programme and quotation is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.

4.4.12. When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:

4.4.12.1. The *Contractor* shall be informed of emergencies when the *Service Manager* first becomes aware of it.

4.4.12.2. Response time shall comply to the "Emergency Call Out Service and Downtime of Equipment" after the *Contractor* has acknowledged the emergency.

4.4.12.3. The *Contractor* shall provide a programme and quotation of such emergency, where feasible.

4.4.12.4. The *Contractor* shall ensure that the emergency works Task Order is accepted in retrospect the following working day.

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

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

4.4.15. The *Contractor* will not be entitled to preferential consideration in respect of new work in or the site/ Affected Property or installation. The *Employer* reserves the right to employ other *Contractors* on an open tender basis where maintenance or new works are done on a project basis and not be a Term Service Contract.

4.4.16. The *Employer* reserves the right to execute any maintenance or repair work covered under this Contract with his own employees.

4.4.17. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Labour Rates or is not of a similar nature, the cost will be based on a fixed labour price as per Price List / Labour Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven costs (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus an agreed percentage mark-ups.

4.4.18. The *Contractor* must provide his/her job cards/Completion Certificate and/or Proof of Delivery specifying detail of repairs, this Task Order (official order number(s)) and breakdown of cost into labour (for work done after normal working hours) and material (for non-Activity Schedule work) and signed-off by the *Service Manager* or *Employer's* designated person. In addition to the original completed job card submitted with his account / invoice, the *Contractor* must submit a copy of the job card to the *Service Manager* for audit purposes and retain a third copy for his official records.

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

5 Health and Safety, Environment and Quality Assurance

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

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

4.2. Quality assurance requirements

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

5 Procurement

5.1. Plant and Materials

- 5.1.1. The *Employer* reserves the right to obtain his own supplier/s quotations for the same (quality, standard etc. included) material used by the *Contractor*. The *Contractor* shall take into account lowest price quotation and availability plus a fee for costing the work.
- 5.1.2. The supply of Plant and Material not covered in this Contract will be charged at nett cost plus a Fee as recorded in this Contract.
- 5.1.3. The *Contractor* shall ensure that any and all material procured by the *Contractor* for this Contract, are obtained at least at rates that are available to the *Employer* for similar material. Should the *Contractor* obtain material at a premium and should the *Employer* be able to prove that the

Contractor did not endeavour to minimise the higher rate/s, the *Employer* may select not to reimburse the *Contractor* for the portion of the price for which the *Contractor* paid a premium. A minimum of 3 competitive quotes shall be sourced by the *Contractor* for such material to be supplied.

- 5.1.4. The *Employer* may supply Plant and Material for the Service on a free issue basis which means that the Fee will not be applicable on these items. Should the *Employer* provide or make available any Plant and Material, the *Contractor* shall be responsible for proper and economical transport, storage and use thereof. The cost of any loss or damage to the *Employer's* plant and material other than through normal wear and tear, and any uneconomical use or loss of Plant and Material provided by the *Employer*, will be recovered from the *Contractor*.
- 5.1.5. Only Plant and Material of the best quality and approved by SANS and or satisfying the manufacturer's requirements are to be used in the execution of the Service and the Service is to be performed in a proper workmanlike manner to the full satisfaction of the *Employer* or any statutory institution.
- 5.1.6. Replacement parts, Plant and Materials used must meet the original manufacture's requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the *Employer* and conform to SANS specifications and must where possible carry an appropriate mark of approval.
- 5.1.7. The *Contractor* shall inform the *Employer* in writing with all documents and drawings at least forty-eight (48) hours prior to carrying out any modification to existing Installation/Equipment deemed necessary by the *Contractor*.
- 5.1.8. The *Contractor* shall provide and keep or have access to a national or international inventory of all wearing parts in respect of the Installation. The *Employer* reserves the right to inspect the spares inventory at any time during the term of this Contract.
- 5.1.9. No existing equipment, apparatus, appliance or parts of the Installation will be replaced, re-sited, refurbished or be declared redundant without the written consent of the *Employer*. Replaced or redundant parts remain the property of the *Employer* and shall be delivered to the *Employer* to be scrapped where after the *Contractor* will remove it unless otherwise decided by the *Employer*.
- 5.1.10. The *Contractor* shall inform the *Employer* at least one (1) week prior to commencing planned repairs, which may necessitate the Installation / Equipment being removed from service for periods exceeding two (2) hours.
- 5.1.11. Risk of loss of, or damage to any goods supplied shall remain with the *Contractor* until such goods supplied have been installed by the *Contractor*, approved and taken over by the *Service Manager*.
- 5.1.12. The *Contractor* undertakes to renew the guarantees of any item in whole or in part which may become defective or faulty during the guarantee period and extend the guarantee for a further term related to the original guarantee. Any such item shall be repaired, replaced or re-instated by the *Contractor* free of charge to the *Employer*. Should any item forming part of the Installation and which has been repaired, overhauled, refurbished, serviced or worked on by the *Contractor* in terms of this Contract, become defective or faulty, during guarantee period (a reasonable time) such items shall be repaired, replaced or re-instated by the *Contractor* free of charge.
- 5.1.13. No Plant, Material and Equipment shall be shipped or delivered to Site/Affected Property until permission has been obtained by the *Contractor* from the *Employer* that these may be delivered. The *Contractor* shall be responsible for the reception at the Site/Affected Property of all plant and *Contractor's* equipment delivered for the purpose of this Contract.
- 5.1.14. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site/Affected Property of all plant, material, machinery etc. used in connection with the Works by the *Contractor* shall be the responsibility of the *Contractor*, including all necessary

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

supervision, labour and equipment for this purpose, and the cost thereof shall be included in the bill of activity schedules.

- 5.1.15. All Plant and Material stored on Site/Affected Property must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The *Contractor* shall remain fully responsible for all material and plant etc. until the completed Works are handed over to or have been officially accepted by the *Employer*.
- 5.1.16. The *Contractor* shall cede to the *Employer* any suppliers or factory guarantees of repaired or replaced components and ensure that such guarantees are not jeopardized in any way. All workmanship and repairs shall be guaranteed for twelve (12) months and so stated on all invoices (failure to do so will delay payment).
- 5.1.17. All plant, parts, machinery etc., removed from Site / Affected Property for repair purposes shall be signed for by the *Contractor* if it is removed from the Site. The appropriate receipt form (model number, serial number, part etc.) shall be in duplicate form and available for inspection at any time at either the *Service Manager* or called for from the *Contractor*.
- 5.1.18. The *Contractor* shall be responsible for the provisioning of all material, products, consumables (disposable materials, grease, oils, hacksaw blades, insulation tape required, cleaning materials etc.), replacement of nuts, bolts, washers, self-tapping screws etc. plus Equipment (including but not be limited to ladders, scaffolding or specialised tools) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Rates.
- 5.1.19. The *Employer* reserves the right to take samples of any consumables and or material supplied by the *Contractor* for analysis if deemed necessary

5.2. Correction of defects

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

6 Working on Affected Property

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

6.1. *Employer's site entry and security control, permits, and site regulations*

6.1.1. The *Contractor* shall at all times ensure that its employees, agents, representatives, specialist-, sub-contractors and suppliers:

7.1.1.1 Comply with all security measures and directives imposed by the *Employer*, or his delegate, tasked with managing the Services in or on the Site / Affected Property.

7.1.1.2 Keep the access gates / doors locked at all times. If any security problems are noticed, the *Contractor* shall immediately notify the *Service Manager*.

7.1.1.3 Shall in terms of this Scope of Work when on duty (unless the *Employer* should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by the *Employer* shall at least contain the following information in respect of the *Contractor's* personnel:

7.1.1.3.1 a colour photograph of the relevant member

7.1.1.3.2 full names and surname

7.1.1.3.3 identity number

6.1.2. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The *Contractor* will be liable for the replacement cost of lost identity disc.

6.1.3. All employees of the *Contractor* will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.

6.1.4. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the *Service Manager*. Should any exchange of personnel take place, the *Service Manager* must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.

6.1.5. Employees of the *Contractor* may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.

6.1.6. Employees of the *Contractor* have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the *Employer* / Tenant. If a service does not have to be performed at a specific stage in a specific area, no admission is permitted. The *Contractor* must make provision in his costing for access delays in security areas.

6.1.7. Any disruptions which are deemed to be beyond the *Contractor's* control and which result in the *Contractor's* workmen having to leave the Site / Affected Property shall be logged in the applicable report book.

6.1.8. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the *Contractor* shall furnish the *Service Manager* with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by *Service Manager*, in respect of all persons who will be employed by the *Contractor* to undertake work at the Site / Affected Property in terms of this Contract.

6.2. People restrictions, hours of work, conduct and records

6.2.1. Service operations will be performed during Transnet "Office hours only". The times are Monday to Friday from 07h30 to 16h00 excluding public holidays. Service operating hours outside of these must be explicitly arranged by the Transnet authorised representative. *Contractor* personnel shall, however, be on standby 24/7.

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

- 6.2.2. The *Contractor* shall at all-time render service that enhance and maintain at minimum the corporate image of Transnet Property.
- 6.2.3. The *Contractor* shall at all-time render service that is in line with Transnet Property's values and ethos.
- 6.2.4. The *Contractor* must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- 6.2.5. The *Contractor* shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.
- 6.2.6. The *Contractor* is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.
- 6.2.7. The *Contractor* must ensure that a competent site manager is appointed as required ensuring deliverables and quality of service delivery.
- 6.2.8. The *Contractor* shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.
- 6.2.9. It is expected from the *Contractor* to ensure that all duties and tasks to be performed on site are adhered to.
- 6.2.10. The *Contractor* must exercise reasonable skill, care and diligence in the rendering of the services and the performance of its obligations to Transnet Property.
- 6.2.11. The *Contractor* shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
- 6.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.
- 6.2.13. In the event of an unusual occurrence, the *Contractor* shall submit an Incident Report to Transnet authorise representative within twenty four (24) hours.
- 6.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.
- 6.2.15. Where services are deteriorating a service improvement plan can be requested on how services will be improved.
- 6.2.16. The *Contractor* shall ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.
- 6.2.17. The *Contractor* shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 6.2.18. The *Contractor* shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises
- 6.2.19. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such person access to the relevant Premises and require the *Contractor* to replace such person without delay.
- 6.2.20. Personnel Standards
 - 6.2.20.1. *Contractor* staff must be:
 - 6.2.20.1.1. able to communicate the official language of Transnet which is English;
 - 6.2.20.1.2. physically fit to perform the tasked duties as required;
 - 6.2.20.1.3. presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;
 - 6.2.21. Contracted staff must at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the *Contractor* to remove a particular contracted staff(s) from the Premises permanently:

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

- 6.2.21.1. Absence without proper notification;
 - 6.2.21.2. Accepting any gifts or bribes in the line of duty;
 - 6.2.21.3. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
 - 6.2.21.4. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
 - 6.2.21.5. Enabling any person to secure stolen property from the Premises;
 - 6.2.21.6. False reporting;
 - 6.2.21.7. Negligence in the application of Transnet instructions, after being duly informed thereof;
 - 6.2.21.8. Sleeping on duty or neglecting his/her duty;
 - 6.2.21.9. Using or carrying a weapon;
 - 6.2.21.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
 - 6.2.21.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
 - 6.2.21.12. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
 - 6.2.21.13. Failing to wear the prescribed clothing or identification when on duty.
 - 6.2.21.14. Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.
- 6.2.22. *Contractor* staff may be subject to breathalyser testing by Transnet or Representative *Contractors* prior to the granting of permission onto its Site.

6.3. Health and safety facilities on the Affected Property

- 6.3.1. The *Contractor* undertakes to comply with the *Employer's* safety and emergency measures and procedures the Site / Affected Property.
- 6.3.2. The *Contractor's* procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.
- 6.3.3. The *Contractor* shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the *Service Manager*, for the rendering of the Service or for whatever purpose.
- 6.3.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the *Contractor* who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the *Employer* from damage or injury, and to protect adjoining properties from trespass or damage during the Service.
- 6.3.5. The *Contractor* shall inform the *Employer* verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the *Contractor's* responsibilities.
- 6.3.6. The *Contractor* may not do or leave or permit anything on the Site / Affected Property that, in the opinion of *Service Manager*, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.
- 6.3.7. The *Contractor* shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the *Contractor*, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

6.3.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the *Contractor* will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

6.4. Cooperating with and obtaining acceptance of Others

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

6.5. Records of *Contractor's* Equipment

6.5.1. The *Contractor* shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their premises and shall be recorded and certified.

6.5.2. The *Contractor* shall complete or generate an inventory lists of their equipment and update inventory lists systems on a continuing basis (equipment type and location).

6.6. Site services and facilities

6.6.1. Provided by the *Contractor*

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

6.7. Tests and inspections

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

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

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

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

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

7 List of Drawings

7.1. Drawings issued by the *Employer*

- 7.1.1. Drawings means all the drawings / diagrams referred to in this Scope of Work provided by the *Employer* and furnished to the *Contractor*, or submitted by the *Contractor* and approved in writing by the *Employer*, any revisions of such drawings / diagrams and any such other drawings / diagrams as may from time to time be furnished or approved by the *Employer*.
- 7.1.2. The *Employer* shall permit the *Contractor* access to relevant drawings and records relating to the Service, where these are available.
- 7.1.3. The drawings / diagrams will remain in the sole custody of the *Employer*. Two copies thereof will be furnished to the *Contractor* free of cost, but any further copies shall be paid for by the *Contractor*. The *Contractor* shall give reasonable notice in writing to the *Service Manager* of any further drawing / diagrams or specification that may be required for the execution of the Service.
- 7.1.4. One copy of the drawings / diagrams furnished to the *Contractor* as aforesaid shall be kept by the *Contractor* on the Site / Affected Property, and shall at all reasonable times be available for inspection and use by the *Employer* or any other authorised person.
- 7.1.5. The *Contractor* shall timeously and carefully examine all drawings and shall immediately notify the *Service Manager* in writing of any error, inaccuracy, discrepancy or inconsistency detected by him, or raise an objection thereto in order that it may be rectified or decided upon without disruption or delays to the progress of the Service.
- 7.1.6. Where the design of an installation or part thereof is done by the *Contractor* or third party he shall, unless otherwise directed, submit electronic copies (Auto-Cad), of all plans or drawings of such installation to the *Employer* whose written approval must be obtained before the Service concerned is commenced.
- 7.1.7. The *Contractor* hereby grants to the *Employer* a non-exclusive license, in accordance with the provisions of section 22 of the Copyright Act, 1978 –
 - 7.1.7.1. to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made by the *Contractor*, other than under the direction or control of the *Employer*, in connection with the Service;
 - 7.1.7.2. to make free and unrestricted use thereof for its own purposes;
 - 7.1.7.3. to provide copies thereof to consultants to be used by them for consultations and consulting services to the *Employer*;
 - 7.1.7.4. to provide other parties with copies thereof where tenders are invited by the *Employer*.
- 7.1.8. Such non-exclusive license shall apply mutatis mutandis to any plan, diagram, drawing, specification, bill, design calculation or other similar document made, other than under the direction or control of the *Employer*, by any sub-*Contractor* of the *Contractor*.
- 7.1.9. The *Employer* shall make no separate or extra payment in respect of any non-exclusive license granted in terms hereof.

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

TRANSNET PROPERTY

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY MAINTENANCE, AND AD HOC SERVICES FOR TRANSNET ASSETS (BUILDINGS, WET SERVICES, ELECTRICAL, AND MECHANICAL) IN THE NORTHERN REGION [MPUMALANGA PROVINCE – NELSPRUIT CLUSTER AND SURROUNDING AREAS] ON "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 06-MONTHS.

8 Areas Covered:

8.1.Areas Covered include but not limited to:

- 8.1.1. **Nelspruit (Contract central point of travelling)**
- 8.1.2. Komatipoort
- 8.1.3. Ngodwana
- 8.1.4. Kaapmuiden
- 8.1.5. Waterval Boven
- 8.1.6. Belfast
- 8.1.7. Lydenburg
- 8.1.8. Hazyview, and
- 8.1.9. Surrounding areas.



TRANSNET PROPERTY

TENDER NUMBER: TP/2026/08/0159/10852/RFQ

DESCRIPTION OF THE SERVICE: For the provision of preventative maintenance, corrective maintenance, emergency maintenance, and ad hoc services for Transnet assets (buildings, wet services, electrical, and mechanical) in the Northern Region Mpumalanga Province – Nelspruit cluster and surrounding areas on “as and when required” basis for a period of six (06) months.

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which,

- describes the Site and its surroundings and
- Is in the documents which the Contract Data states it is in.”

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

1. Description of the Site and its surroundings

1.1. General description

The sites are in the Mpumalanga, and the services will be carried out at the areas mentioned above and as stipulated in the bill of quantities as per the Works Information. Mpumalanga will be used as a depot station, and maintenance will be carried out within surroundings areas.

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

There is existing hook up points with existing facilities on some of the building structures, however there will be no comprise to these existing facilities on site.

1.3. Subsoil information

None

1.4. Hidden services

None

1.5. Other reports and publicly available information

None