

Transnet Freight Rail

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ) ERACAM-PRC-41768

FOR THE SUPPLY, INSTALL AND COMMISSION OF THABAZIMBI 25 KV AC TRACTION SUBSTATION UNDER THE CONTROL OF THE DEPOT ENGINEER, KOEDOESPOORT

RFQ NUMBER	: ERACAM-PRC-41768
ISSUE DATE	: 01 FEBRUARY 2024
COMPULSORY SITE BRIEFING DATE	: 08 FEBRUARY 2024
CLOSING DATE	: 15 FEBRUARY 2024
CLOSING TIME	: 10h00am
TENDER VALIDITY PERIOD	: 15 MAY 2024

Note to the bidders:

Bidders 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 Bidder can upload 30mb per upload and multiple uploads are permitted.

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Engineer, Koedoespoort

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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 supply, install and commission of Thabazimbi 25 kv AC Traction substation under the control of the Depot Engineer, Koedoespoort
TENDER DOWNLOADING	This Tender may be downloaded directly from the eTender Publication Portal from the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY BRIEFING SESSION	<p>A Compulsory Tender Clarification will be at Thabazimbi 25kV DC traction substation on the 08 FEBRUARY 2024 at [11H00'clock] for a period of ± 1)hour.</p> <p>For directions contact Masala Nemasetoni on 083 444 0712</p> <p>For commercial enquiries: Amanda Mundalamo by email to: Amanda.mundalamo@transnet.net</p> <p>[Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p>

	<p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-1 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-1 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
<p>CLOSING DATE</p>	<p>10:00 am on 15 FEBRUARY 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

(<https://transnetetenders.azurewebsites.net>);

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-19], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer :
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*

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- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 Tender Data

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

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

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

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

Clause	Data	
C.1.1	The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise:	
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Price List
	Part C3: Scope of work	C3.1 Service Information
	Part C4: Affected Property	C4.1 Affected Property



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C.1.4	The Employer's agent is:	Regional Procurement Manager
	Name:	Yvonne Scannell
	Address:	Nzasm Building Cnr of Minnaar and Paul Kruger Streets Pretoria 0001
	Tel No.	012 315 2059
	E – mail	Yvonne.scannell@transnet.net
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</p> <p>An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p><i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i></p> <p>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</p> <p>a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 5 EP or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Joint Venture (JV)</p> <p>Joint ventures are eligible to submit tenders subject to the following:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; Not applicable 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 5 EP or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations 4. The tenderer shall provide a certified copy of its signed joint venture agreement. <p>3. Stage Three - Functionality:</p> <p>Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying score for functionality is 80 points.</p>	



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	<p>The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.</p> <p><i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i></p>
C.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must complete and sign the attendance register. Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.</p> <p>Tenderers are also required to bring their RFQ document to the briefing session and have their returnable document T2.2-1 Certificate of attendance signed off by the Employer's authorised representative.</p>
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 C2.15.1	The <i>Employer's</i> details and identification details that are to be shown on each tender offer package are as follows:
C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
C.2.15	<p>The closing time for submission of tender offers is: Time: 10:00am on the 15 FEBRAURY 2024 Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.net);</p> <p><u>NO LATE TENDERS WILL BE ACCEPTED</u></p>
C.2.16	The tender offer validity period is 12 weeks after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.



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C.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none">1. A valid Tax Clearance Certificate issued by the South African Revenue Services. <u>Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.</u>2. A valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;3. A valid CIDB certificate in the correct designated grading;4 Proof of registration on the Central Supplier Database;5 Letter of Good Standing with the Workmen’s compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV. <p>Note: Refer to Section T2.1 for List of Returnable Documents</p>
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C3.11

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

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

Thresholds	Minimum Threshold
Technical / functionality	80

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals	20
Total Score:	100

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1 or 2	10
> Entities that are at least 51% Black Owned	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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



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The following Table represents the evidence to be submitted for claiming preference points

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
> Entities that are at least 51% Black Owned	B- BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
The maximum points for this bid are allocated as follows:	

DISCRPTION	POINTS
Price	80
Specific goals	20
Total points for Price and Specific Goals must not exceed	100

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

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

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

Functionality Criteria

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

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

Functionality criteria	Maximum number of points
T2.2.3 Availability of plant and equipment	10
T2.2.4 Management & CV's of Key Persons and qualifications	40
T2.2.5 Proven experience in 25 KV AC Traction substation construction and maintenance	40
T2.2.6 Health, Risk and safety plan	10
Maximum possible score for Functionality	100

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



	<p>T2.2.3 Availability of plant and equipment for refurbishment of transformers</p> <p>T2.2.4 Management & CV's of Key Persons and qualifications</p> <p>T2.2.5 Proven experience in 25 KV AC Traction substation construction and maintenance</p> <p>T2.2.6 Health, Risk and safety plan</p> <p>Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90, 100</p> <p>The scores of each of the evaluators will be averaged, weighted and then totaled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).</p> <p>Note: Any tender not complying with the above-mentioned requirements, will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.</p>
C.3.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters; 3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state. 4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are objective criteria which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; <ul style="list-style-type: none"> the tenderer: <ol style="list-style-type: none"> 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



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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for Eligibility and Evaluations purposes:

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

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

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

- A tenderer must submit an active and valid CIDB contractor grading of 5 EP or higher class of CIDB grading

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

2.1.2 These schedules will be utilised for evaluation purposes:

- **Evaluation Schedule:** T2.2.3 Availability of plant and equipment
- **Evaluation Schedule:** T2.2.4 Management & CV's of Key Persons and qualifications
- **Evaluation Schedule:** T2.2.5 Proven experience in 25 KV AC Traction substation construction and Maintenance
- **Evaluation Schedule:** T2.2.6 Health, Risk and safety plan

T2.2 List of Returnable Schedules

2.1.3 Returnable Schedules:

General:

- T2.2.7 Health and Safety Questionnaire
- T2.2.8 Health and Safety Cost Breakdown
- T2.2.9 Capability and ability to meet delivery schedule
- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing
- T2.2-13 Risk Elements
- T2.2-14 Schedule of proposed Subcontractor
- T2.2-15 Affected Property Establishment requirements

Agreement and Commitment by Tenderer:

- T2.2-16 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-17 Non-Disclosure Agreement
- T2.2-18 RFQ Declaration Form
- T2.2-19 RFQ– Breach of Law
- T2.2-20 Certificate of Acquaintance with Tender Document
- T2.2-21 Service Provider Integrity Pact
- T2.2-22 POPI Act form

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-23 Insurance provided by the *Contractor*
- T2.2-24 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

- T2.2-25 Transnet Vendor Registration Form

2. Contract Data

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

2.3 C1.2 Contract Data Part Two (Data by Contractor)

2.3 C2.2 Price List

SBD 6.

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

This is to certify that

.....
(Company Name)

Represented
by:

.....
(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	
On (date)	Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

.....

.....

Capacity

.....

Attendance of the above company at the meeting was confirmed:

Name

Signature

.....

.....

**For and on Behalf of the
Employers Agent.**

Date

.....

.....

T2.2.2 Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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 **5 EP** 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 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 **5 EP** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

T2.2-3 Evaluation Schedule: Availability of plant and equipment

The contractor must have the following minimum plant available:

- a. Truck with crane
- b. Generator
- c. Transformer Oil purification plant
- d. Excavator
- e. Soil compactor

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the works as described above

Item No	Description of plant and equipment	Number of Equipment	Please indicate: Details of Ownership / Lease or Hire	
			Own	Lease or Hire
	Description of plant and equipment	Qty		
A				
B				
C				
D				
E				
F				

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

Availability of Plant and Equipment = 10 points
0 = No Plant and Equipment submitted
40 = Plant and Equipment listed is ≤ 50% of the minimum equipment specified
70 = Plant and Equipment listed is > 50% - ≤ 70% of the minimum equipment specified
90 = Plant and Equipment listed is >70% - ≤90% of the minimum equipment specified
100 = Plant and Equipment listed is >90% - ≤100% of the minimum equipment specified

T2.2-3 Evaluation Schedule: Availability of plant and equipment

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

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

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

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

- i. The qualifications of assigned key persons in relation to the scope of work will be evaluated. The following qualifications will be required:
 - Project Manager should have a professional ECSA registration
 - Electrician should have a valid trade Test Certificate
 - Crane operator should have a valid crane certificate

1. Comprehensive CV’s should be attached to this schedule:

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

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

on the Scope of Works List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1			
2			
03			
4			
5			

Signed

Date

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

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

Management & CV’s of Key Persons and qualifications = 40 points
0 = No and or invalid Electrical Trade Test Certificate, Project Manager not registered with ECSA Crane operator don’t have crane certificate or crane certificate is invalid
40 = Valid Electrical Trade Test Certificate, Project Manager registered as a Candidate with ECSA and Crane operator have valid crane certificate
70 = Valid Electrical Trade Test Certificate, Project Manager registered with ECSA as a Professional Engineering Technician Pr. Techni (Electrical) and Crane operator have valid crane certificate
90 = Valid Electrical Trade Test Certificate, Project Manager registered with ECSA as a Professional Technologist Pr. Tech Eng. (Electrical) and Crane operator have valid crane certificate
100 = Valid Electrical Trade Test Certificate, Project Manager registered with ECSA as a Professional Engineer Pr. Eng. (Electrical) and Crane operator have valid crane certificate

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

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

Name _____ Position _____
Tenderer _____

T2.2-5 Evaluation Schedule: Previous Experience in 25KV AC Traction substation construction and maintenance

Note to tenderers:

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

- Construction and maintenance of 25 KV AC substations
- A list of past / current comparable projects. Work Experience with respect to specific aspects of the project/ Comparable projects. Greater weight should be given to project of a similar nature for the last 5 years (From 2018 to 2023). The contractor should have done and completed any Traction substation construction/maintenance projects. Please attach PO or completion signed completion letters

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

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

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

<p>Proven experience in construction and maintenance of 25 KV AC Substations = 40</p>
<p>0 = Did not submit any proof of award and completion letters of experience in construction and maintenance of 25 KV AC substations</p>
<p>40 = Contractor has experience in experience in construction and maintenance of 25 KV AC substations and completed one to three (0 - 3) projects</p>
<p>70 = Contractor has experience in construction and maintenance of 25 KV AC substations and completed four to five (4-5) projects</p>
<p>90 = Contractor has experience in construction and maintenance of 25 KV AC substations and completed six to eight (6-8) projects</p>
<p>100 = Contractor has experience in construction and maintenance of 25 KV AC substations and completed nine (9) or more projects</p>

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

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

T2.2-6 Evaluation Schedule- Health, Risk and Safety Plan.

Note to tenderers:

Tenderers are required to submit a Health, Risk and safety plan and the following criteria must be covered in the plan:

MINIMUM CONTENTS FOR HEALTH, RISK AND SAFETY PLAN

Occupational Health and Safety Act No. 85 of 1993

The *Contractors* tendering for this project shall take note of the following when compiling Safety, health and environmental plan. Specification for Services on, over, under or adjacent to railway lines and near high voltage equipment. **(E7/1 July 1998)** and shall have part A and B of Health and safety Plan as outlined below.

Part A: Health, Safety and Environmental Plan

1.1. SHE Management Structure

- 1.1.1 Construction Work Supervisor (Construction Regulation 6)
- 1.1.2 Subordinate Construction Work Supervisor (Construction Regulation 6)
- 1.1.3 Construction Safety Officer (Construction Regulation 6(7)).
- 1.1.4 List of Contractors already appointed - List to be revised at least monthly.
- 1.1.5. Health and Safety Representative (Section 17 of OHS Act).

1.2. SHE Organisation

- 1.2.1 Health and Safety Committee.
- 1.2.2. Composition.
- 1.2.3 Frequency of Meetings.
- 1.2.4 Minutes of meeting.
- 1.2.5 Legal Compliance Audits.
- 1.2.6. Audit Report.
- 1.2.7 Frequency of Audits.
- 1.2.8 Findings and Analysis.
- 1.2.9 Corrective Action.

1.3. Risk Assessment/Management

- 1.3.1. Task descriptions.
- 1.3.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 1.3.3. Risk Assessment (Construction Regulation 7)

1.4. Education and Training

- 1.4.1. Induction training (Construction Regulation 7(9))
- 1.4.2. Site Specific Training.
- 1.4.3. Certificate of Competence.

1.5. Emergency Planning – Evacuation plan

- 1.5.1. Client procedure.
- 1.5.2. Site Procedure.

1.6. Health and Safety Communications

- 1.6.1 Safety/Toolbox talks.
- 1.6.2 Incident Recall.
- 1.6.3 Near miss reports

1.7. Safe Working Procedures and Methods

- 1.7.1 Method Statements.
- 1.7.2 Safe Operating Procedures.
- 1.7.3 Task/Job observations.

1.8. Personal Protective Equipment and Clothing

- 1.8.1 PPE required after all other controls have been considered.
- 1.8.2 PPE proof of issue.

1.9. Project security

- 1.9.1 Security risks identified.
- 1.9.2 Access control.

Part B. Environmental Management Plan

Note: TFR will obtain Environmental authorisation (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project (e.g., Construction)

- 1.10.1. Waste management.
- 1.10.2. Environmental Incident Management (Sect 28 NEMA and Sect 20 National Water Act).

The scoring of the health, risk and safety plan will be as follows:

Total Score 10 Points	Evaluation Criteria
Score 0	0 points = No plan submitted and or no criteria covered in the plan as specified above.
Score 40	40 points = $\leq 50\%$ of the criteria is covered in the plan as specified above
Score 70	70 points = $>50\% \leq 70\%$ of the criteria is covered in the plan as specified above
Score 90	90 points = $>70\% \leq 90\%$ of the criteria is covered in the plan as specified above
Score 100	100 points = $>90\%$ of the criteria is covered in the plan as specified above
	NB: If the above information not provided, it may have a negative influence on your technical evaluation scoring

The table above is for information purposes only to indicate the method of scoring that will be followed to evaluate the health, risk and safety plan submitted by the Tenderer:

RETURNABLE SCHEDULES: GENERAL: 2.2-7: Health and Safety Questionnaire

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



freight rail

2B. Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?
 Yes No
 If yes, provide details:

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?
 Yes No If Yes, what is the Certificate No. _____ Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual? Yes No
 If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? Yes No
 If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? Yes No
 If Yes, include a course outline. Does it include any of the following:

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



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7. SAFETY STEWARDSHIP

7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Managing Director					
	Safety Director/Manager					
	/Chief Executive Officer	<input type="checkbox"/>				
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totaled for the entire company	<input type="checkbox"/>				
	Incidents totaled by project	<input type="checkbox"/>				
	• Subtotalled by superintendent	<input type="checkbox"/>				
	• Subtotalled by foreman	<input type="checkbox"/>				
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company	<input type="checkbox"/>				
	Costs totaled by project	<input type="checkbox"/>				
	• Subtotalled by superintendent	<input type="checkbox"/>				
	• Subtotalled by foreman/general foreman	<input type="checkbox"/>				
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss	<input type="checkbox"/>				
	Property Damage	<input type="checkbox"/>				
	Fire	<input type="checkbox"/>				
	Security	<input type="checkbox"/>				
	Environmental	<input type="checkbox"/>				

8 PERSONNEL

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

Name	Position/Title	Designation
------	----------------	-------------

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

Name	Address	Telephone Number
------	---------	------------------

Other responsibilities:

9 REFERENCES

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

Name and Company	Address	Phone Number

T2.2-8 Health and Safety Cost Breakdown

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

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

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



T2.2-9: Capability and ability to meet delivery schedule

Note to tenderers:

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

The tenderer shall provide the Proposed Service Plan / Garn chart showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Service clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- Dates when the *Contractor* will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition the Plan must clearly demonstrate the procurement process for all long lead items if applicable.

- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Date. In addition, the Plan clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.

<p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
--

Note to tenderers:

Garn Chart

Tenderer must provide an electronic copy of the Garn chart in Ms Word or any other compatible software.

T2.2-10 Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are 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



D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-11: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-12 Letter/s of Good Standing with the Workmen’s Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

T2.2-14: 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 service

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the Service 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	

1)

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

Transnet Freight Rail

Tender Number: RFQ ERACAM-PRC-41768

Description of The Service: For The supply, Install and commission of Thabazimbi 25 KV AC Traction Substation under the control of the Depot Engineer, Koedoespoort

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	□	□	□	□	□	□	□

2)

T2.2-16 ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD 6 must be completed for each tender and be attached as a tender requirement.

Section 8: The attached SBD 4 must be completed for each tender and be attached as a requirement.



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

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

Signed

Date

Name

Position

Enterprise name

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.
 - (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
SPECIFIC GOALS Refer point 3.2 below	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 specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

contributions and skills development levies;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

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

3.2.3.2

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	10
>50% Black Owned Entities	10
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	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
>50% Youth Owned Entities	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 .]
EME	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

5. BID DECLARATION

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

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

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

6.2

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 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	
-----	--	----	--

(a) 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 enterprises below:

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			freight rail
Black people who are military veterans			
OR			
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-BBEE status level of contribution indicated in paragraph 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make



less favourable arrangements due to such cancellation;

- (d) 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p>
--



T2.2-17 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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



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

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 *return all written Confidential Information [including all copies]; and*
- 3.3.2 *expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.*
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause **Error! Reference source not found.** above.

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed		Date	
Name	Position
Tenderer		



T2.2-18: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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



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

- 6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The 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 T2.2-21 “Service Provider Integrity Pact”.

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

IMPORTANT NOTICE TO TENDERERS

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

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

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

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

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

T2.2-19: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20 _____

SIGNATURE OF TENDER

T2.2-20: 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 RFQ. This includes those terms and conditions of the Contract, the Respondent Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or

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

Signed on this _____ day of _____ 20 ____

SIGNATURE OF TENDERER

T2.2-21: Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

1.1 Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries
- 2.2 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.
- 2.3 Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.
- 2.4 Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.

- 2.5 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, Respondents, customers, potential employees, potential vendors, and Respondents, or any other individual or organisation irrespective of the value.
- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective Respondents 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.

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 QUOTATIONS and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption

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

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFQ; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet’s Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 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 Respondents. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Respondents 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 Respondents 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;
 - 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 justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer / Service Provider / Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or

removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

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

9 CONFLICTS OF INTEREST

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

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

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

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

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

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

- a) must disclose the interest and its general nature, in the Request for QUOTATION ("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 **Error! Reference source not found.** above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11 GENERAL

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

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

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

Signature

Date

T2.2.22 PROTECTION OF PERSONAL INFORMATION (For normal contract)

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):

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

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be

shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

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

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

T2.2-23: Insurance provided by the Contractor

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

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

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



Transnet Freight Rail

Tender Number: RFQ ERACAM-PRC-41768

Description of The Service: For The supply, Install and commission of Thabazimbi 25 KV AC Traction Substation under the control of the Depot Engineer, Koedoespoort

T2.2-24: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

T2.2-25 RESPONDENT DECLARATION FORM

VENDOR REGISTRATION

1.	Proof of Banking Details	Stamped/Certified by the Bank, Dated and Less than 3 months old	
		Confirmation of Bank Letter must contains the Name and Signature of Bank Official.	
		If online verification is possible (e.g. FNB) – printout of online verification	
2.	TAX Certificate and VAT Registration	Current SARS TAX Compliance Status Verification PIN document (obtainable from SARS eFiling) (TAX Status Must Be “Compliant/Active” when verified with SARS)	
		Copy of “SARS VAT 103” form / SARS confirmation for proof of VAT registration	
		If No VAT; Affidavit or Solemn Declaration on VAT Registration Status to be submitted	
3.	Proof of registration	Company registered before 1 May 2011: CM1 – Incorporation of a Company Company registered after 1 May 2011: CoR 14.3 – Company Registration Certificate	
4.	Proof of Ownership / Management	Company registered before 1 May 2011 <ul style="list-style-type: none"> CM29 – Contents of Register of Directors, Auditors and Officers Company registered after 1 May 2011 <ul style="list-style-type: none"> CoR 15.1 Memorandum of Incorporation -MOI CoR 39 – Contents of Register of Directors, Auditors and Officers Clear certified copy of Identity Document/s of Directors. If company has >5 directors, only 5 IDs are required	
5.	BBBEE	EME (Turnover below R10m)	
		<ul style="list-style-type: none"> EME Affidavit signed by EME NO certificates by SANAS accredited BBBEE verification agency accepted NO accountant letters are accepted 	
		QSE (Turnover between R10m and R50m)	
		IF >51% black owned	
		<ul style="list-style-type: none"> QSE Affidavit signed by QSE or Certificate by SANAS accredited verification agency NO accountant letters are accepted 	
		IF < 51% black owned, certificate by SANAS accredited BBBEE verification agency	
		Large enterprise (Turnover above R50m)	
<ul style="list-style-type: none"> Certificate by SANAS accredited BBBEE verification agency 			
6.	Proof of CSD	Non-compliant (No certificate / In process of certification / Level 9 certificate)	
		<ul style="list-style-type: none"> Confirmation that Respondent is not BBBEE compliant. An email insufficient. 	
6.	Proof of CSD	MAAA number	

	registration	freight rail
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ANNEXURE A: RESPONDENT DECLARATION FORM

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

CSD Number (MAAA xxxxxxx):						
Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Did your company previously operate under another name? (If YES state the previous details below)					Yes	No
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Your Current Company's VAT Registration Status (please attach relevant supporting document for VAT)			VAT Registered		Not VAT Registered	
VAT Registration Number						
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status						
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your "Non VAT Registration Status" must be renewed and confirmed annually.						
Company Banking Details						
Account Holder Name						
Bank Account Number				Universal Branch Code		
Company Physical Address						
					Code	
Company Postal Address						



Transnet Freight Rail

Tender Number: RFQ ERACAM-PRC-41768

Description of The Service: For The supply, Install and commission of Thabazimbi 25 KV AC Traction Substation under the control of the Depot Engineer, Koedoespoort

		Code	freight rail
Telephone Number		FAX Number	
E-Mail Address			
Company Website Address			

Company Contact Person											
Designation											
Telephone Number											
Main Product / Service Supplied e.g. Stationery / Consulting /Labour etc.											
Is your company a Labour Broker?		YES			NO						
How many personnel does the business employ? (please state number)		Full Time			Part Time						
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.											
Most Recent Financial Year's Annual Turnover		<R10 Million EME		>R10 Million <R50 Million QSE		>R50 Million Large Enterprise					
Does your company have a valid Proof of B-BBEE Status?				YES			NO				
Please indicate your Broad Based BEE status (Level 1 to 9)			1	2	3	4	5	6	7	8	9
Majority Race of Ownership <i>(please selected correct Majority Ownership for your company)</i>				Black			White				
BBBEE Score		% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership					
% Black Youth Ownership		% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans					

Please Note: Please provide proof of B-BBEE status as per Appendix III and IV:

- Large Enterprise and QSEs with less than 51% Black Ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix III and IV respectively;
- Black Disabled person(s) Ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Respondent Development Information Required

EMPOWERING RESPONDENT	YES	<input type="radio"/>	NO	<input type="radio"/>
FIRST TIME RESPONDENT	YES	<input type="radio"/>	NO	<input type="radio"/>
RESPONDENT DEVELOPMENT PLAN	YES	<input type="radio"/>	NO	<input type="radio"/>
DEVELOPMENT PLAN DOCUMENT	If Yes - Attach supporting documents			
ENTERPRISE DEVELOPMENT BENEFICIARY	YES	<input type="radio"/>	NO	<input type="radio"/>
RESPONDENT DEVELOPMENT BENEFICIARY	YES	<input type="radio"/>	NO	<input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY	YES	<input type="radio"/>	NO	<input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT	YES	<input type="radio"/>	NO	<input type="radio"/>

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

Name and Surname		Designation	
Signature		Date	

Affidavit or Solemn Declaration as to VAT Registration Status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that; _____ is not a registered **VAT vendor** and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period **has not exceeded or is not expected to exceed R1 million threshold**, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____ day of _____, 20 _____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

 Commissioner of Oaths (Signature & Stamp)



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

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare

that; _____

employs **Three or more full time employees**, which employees are engaged in the business of rendering the services of the organisation and are not connected persons as defined in the IncomeTax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____ day of _____, 20 _____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths (Signature & Stamp)



SWORN AFFIDAVIT: B-BBEE for EXEMPTED MICRO ENTERPRISE

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:
- 3.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – Who are citizens of the Republic of South Africa by birth or descent; or Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

4. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is _____% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The enterprise is _____% **Black youth owned**; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

- **The enterprise is _____% black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003as Amended by Act No 46 of 2013;
- **The enterprise is _____% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise is _____% by military veterans** as per Amended Code Series 100of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- Based on the management accounts and other information available for the _____ financial year, **the income did not exceed R10, 000,000.00 (ten million rand).**

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% blackowned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% blackowned	Level Four (100% B-BBEE procurement recognition)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oathand consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

Deponent Signature

Date

Commissioner of Oaths



.....
Name & Surname

Signature & Stamp

Transnet Freight Rail
Tender Number: RFQ ERACAM-PRC-41768

Description of The Service: For The supply, Install and commission of Thabazimbi 25 KV AC Traction Substation under the control of the Depot Engineer, Koedoespoort

Appendix III

Sworn Affidavit – B-BBEE Exempted Micro Enterprise

Page 2 of 2

SWORN AFFIDAVIT: B-BBEE for QUALIFYING SMALL ENTERPRISE (Generic)

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Proprietor etc.)	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –) Who are citizens of the Republic of South Africa by birth or descent; or) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or i. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The enterprise is _____% **Black Youth owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- **The enterprise is _____% black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **The enterprise is _____% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **The enterprise is _____% by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual **Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),**

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

Deponent Signature

Date

Commissioner of Oaths

..... **Name and Surname**



Transnet Freight Rail

Tender Number: RFQ ERACAM-PRC-41768

Description of The Service: For The supply, Install and commission of Thabazimbi 25 KV AC Traction Substation under the control of the Depot Engineer, Koedoespoort

C1.1 Form of Offer & Acceptance

Offer

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

For The supply, install and commission of Thabazimbi 25 kv AC Traction substation under the control of the Depot Engineer, Koedoespoort

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



Transnet Freight Rail

Tender Number: RFQ ERACAM-PRC-41768

Description of The Service: For The supply, Install and commission of Thabazimbi 25 KV AC Traction Substation under the control of the Depot Engineer, Koedoespoort

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date



Transnet Freight Rail

Tender Number: RFQ ERACAM-PRC-41768

Description of The Service: For The supply, Install and commission of Thabazimbi 25 KV AC Traction Substation under the control of the Depot Engineer, Koedoespoort

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	General	
	The conditions of contract are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list W1: Dispute resolution procedure X2 Changes in the law X17: Low service damages Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	Transnet SOC Ltd	Transnet SOC Ltd Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000 Transnet Freight Rail Supply Chain Services- Pretoria Nzasm Building Corner Minaar and Paul Kruger Street Pretoria 0001 012 315 2059 012 315 2125
	Transnet SOC Ltd	Transnet SOC Ltd
10.1	The Service Manager is (name):	Masala Nemasetoni
	Address	8 Trans Street Koedoespoort Pretoria 0001

Transnet Freight Rail
 Tender Number: RFQ ERACAM-PRC-41768
 Description of The Service: For The supply, Install and commission of Thabazimbi 25 KV AC Traction Substation under the control of the Depot Engineer, Koedoespoort

Tel

e-mail

masala.nemasetoni@transnet.net

11.2(2)	The Affected Property is	Thabazimbi 25kV AC substation
11.2(13)	The service is	: For the supply, install and commission of Thabazimbi 25 KV AC Traction substation
11.2(14)	The following matters will be included in the Risk Register	1 Personal protective equipment 2 Safe working procedure and methods 3 Project security 4 Incident Management 5 Education and Training 6 Technical capacity and resources
11.2(15)	The Service Information is in	The Scope of Services
12.2	The law of the contract is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The language of this contract is	English
13.3	The period for reply is	2 weeks
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The Contractor submits a first plan for acceptance within	3 weeks of the Contract Date
3	Time	
30.1	The starting date is.	TBA
30.1	The service period is	Two months
4	Testing and defects	No additional data is required for this section of the conditions of contract.
5	Payment	
50.1	The assessment interval is	
51.1	The currency of this contract is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The interest rate is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	Not applicable

7	Use of Equipment Plant and Materials	No additional data is required for this section of the conditions of contract.
8	Risks and insurance	
80.1	These are additional Employers risks	<ol style="list-style-type: none"> 1 Injury on duty 2 Electrocution 3 Access control 4 Induction
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the Service Provider) caused by activity in connection with this contract for any one event is:	Whatever Contractor deems necessary as the Employer is not carrying this indemnity.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor 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 Contractor's common law liability for people falling outside the scope of the Act.
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 10 000 000/R 5 000 000	
83.1	The Contractor liability to the Employer for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the Contractor liability to the Employer for loss of or damage to the Employers property is limited to:	The Total of the Prices.
83.1	The Contractor total liability to the Employer 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 conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	

20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
20.4	The Contractor prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The Adjudicator is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an Adjudicator.
W1.2(3)	The Adjudicator nominating body is: If no Adjudicator nominating body is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The tribunal is:	Arbitration
W1.4(5)	The arbitration procedure is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Thabazimbi substation
	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
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil.
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The deductible of the relevant insurance policy

X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.
X18.4	The Contractor's total liability to the Employer, 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 end of liability date is	3 years after the end of the service period.

Z Additional conditions of contract

Z1 Obligations in respect of Termination

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

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Z2.1 Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

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

Z3 Additional clause relating to Collusion in the Construction Industry

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

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

C2 Pricing Data

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	5

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

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

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

Identified and defined terms 11
11.2

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

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

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

1.3 Measurement and Payment

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

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

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

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

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

C2.2 Price List

Item number	Description:	Unit of measure	Quantity	Unit Rate	Total Price
Thabazimbi 25 kV AC Traction Substation					
A Main transformer unit A and B					
1	Perform the following on-site transformer tests at Pienaarsrivier (Polokwane Depot): <ul style="list-style-type: none"> • Insulation resistance test • Turn ratio test • Winding resistance test and 	Each	1		
2	Load, transport and offload a 20MVA transformer from Pienaarsrivier to Thabazimbi substation using a low bed trailer with air suspension (170km)	Each	1		
3	Install, test and commission a 20MVA transformer at Thabazimbi substation	Each	1		
4	Dismantle, load and transport the damaged 20MVA transformer from Thabazimbi substation to Koedoespoort Depot (210 km)	Each	1		
5	Supply and refill virgin transformer oil for the A-unit transformer	Litre	16 000		
6	Repair transformer protection components for on the A-unit transformer (On-site repairs)	Sum	1		
7	Refurbish B-unit transformer (repair leaks, new gaskets, paint, silica gel, winding and oil temperature gauges, Oil sampling and testing)	Sum	1		
8	Environmental rehabilitation due to oil pollution (See attached spec)	M ²	300		
9	Supply and install stones	M ³	25		
10	Connect the control cable from the VCB to the control box, TFR to issue the cable	Each	3		
11	Rewire the PCB/ protection, Incoming control panels.	Each	5		
12	Supply and install multicore control cables for the substation	Sum	1		
13	Supply and install intruder detection security system with CCTV (see attached specification)	Each	1		
14	Supply and install an electric fence	M	225		

15	Perform the following on-site transformer tests at Pienaarsrivier (Polokwane Depot): <ul style="list-style-type: none"> • Insulation resistance test • Turn ratio test • Winding resistance test and 	Each	1		
16	Supply and install security doubledoor	Each	2		
17	Supply and Install a new distribution board, re-do wiring and outdoor lighting	Each	2		
18	Supply and Install battery charger complete with batteries	Each	2		
19	Repair transformer drainage system	Each	2		
20	Security provision for the duration of the project	Each	2		
21	Generator provision duration of the project	sum	1		
22	Test and commissioning of the substation	sum	1		
	Sub-Total excluding VAT				
	Discount				
	VAT (15%)				
	Grand Total including VAT				

C3: Service Information

1.1 Description of the service

The service that the *Contractor* is to supply, Install and commission of Thabazimbi 25 KV AC Traction Substation under the control of the Depot Engineer, Koedoespoort.

1.2 Contractual obligations

- 1.2.1 The *Contractor* shall not make use of any *sub-Contractor* to perform the works or parts thereof without prior permission from the *Project Manager*.
- 1.2.2 The Contractor shall ensure that a safety representative is always at site. All safety measures prescribed by Transnet Freight Rail – Electrical Safety Instructions and the “Occupational Health and Safety Act 1993 (Act 85 of 1993)” associated with working on a project of this nature shall be adhered to.
- 1.2.3 The *Contractor* shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed *Project Manager or Technical Officer* must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the *Project Manager or Technical Officer* in writing.
- 1.2.4 The *Contractor* shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the *Project Manager or Technical Officer* and must be countersigned by the *Contractor*.
- 1.2.5 Both books mentioned in 1.3 and 1.4 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Technical Officer on the day of energising or handing over.
- 1.2.6 A penalty charge of 0.07% per day of the total contract value will be levied for late completion.
- 1.2.7 10% retention money will be retained and will be released 12 months after the completion date of the contract.
- 1.2.8 The successful *Contractor* shall provide a Gantt or a similar chart showing when the works will be done and energised. A final chart should be submitted to the *Project Manager or Supervisor* within 14 days after the award has been made to the successful *Contractor*.
- 1.2.9 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.

- 1.2.10 The *Contractor* will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd part suppliers.
- 1.2.11 The onus is on the manufacturer to prove the effectiveness of their system to Transnet Freight Rail during the production of the prototype.
- 1.2.12 ISO.9000 to 9004 inclusive (SABS 0157 parts 1 to 4) must be regarded as a guideline, where applicable.
- 1.2.13 The *Contractor* will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.

2 Drawings

This is the drawing issued by the *Employer* at or before the Contract Date and which apply to this contract.

- 2.1 CEE-TBD-0007 – Earthing arrangement for traction substations.

3. Specifications

3.1 South African National Standards:

- 3.1.1 SANS 1091 National colour standard.
- 3.1.2 SANS 763 Hot dip galvanised zinc coating.
- 3.1.3 SANS 121 Hot Dip Galvanised Coating for Fabricated iron or Steel Article.
- 3.1.4 SANS 0555. 2007 Unused and reclaimed mineral insulating oil for transformer and switchgear.
- 3.1.5 SANS 8528 Reciprocating internal combustion engine driven alternating current generating set.
- 3.1.6 SANS 10064. 2005 Code of Practice for the preparation of steel surfaces for coating.
- 3.1.7 BSS 171. 1987 Power Transformers.
- 3.1.8 SANS 10142 Wiring Code.
- 3.1.9 SANS 60137 Insulated bushings for alternating voltages above 1 000 V.

3.2 Transnet Freight Rail:

- 3.2.1 CEE. 0229.95 Dry-out and Regeneration of insulating oil and Reclaiming and de-sludging of transformers.
- 3.2.2 CEE.0045.2002/1 Painting of steel Components of Electrical equipment.
- 3.2.3 CEE.0224.2002 Drawings, catalogues, instruction manuals and spares list for electrical Equipment supplied under contract

NOTE: Any other specifications referenced in the above-mentioned specification. will be for information purposes and may be provided on request.

- 3.3 Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral)

4. Constraints on how the *Contractor* Provides the Service

The constrains shall be as specified in the specifications of the particular equipment.

5. Requirements for the Plan

- 5.1 Service plan : To be submitted by successful *Contractor*
- 5.2 Format : Bar chart
- 5.3 Information : How work is going to be executed and commissioned
- 5.4 Submission : 3 weeks after the award of contract
- 5.5 Site diary : Successful *Contractor* to supply in triplicates carbon copies
- 5.5. Site Instruction book : Successful *Contractor* to supply in triplicates carbon copies

6 Services and other things provided by the *Employer*

- 6.1 Transnet Freight Rail shall inspect all equipment before dispatching the equipment to site..
- 6.2 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 6.3 Upon successful completion of the service to the satisfaction of Transnet Freight Rail, Transnet Freight Rail shall perform necessary protection tests and commission the equipment.
- 6.4 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment.
- 6.5 Transnet Freight Rail will arrange for the reconnecting of telecontrol equipment in the substation and no final energising shall take place without this

7 The *Contractor's* Invoices

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

7.6 Invoices submitted by post are addressed to:

For the attention of:

Service Manager: Tebogo Enele

Infra Electrical Department

8 Trans Road

Koedoespoort

Pretoria

7.7 Invoices submitted by hand are presented to:

Transnet Freight Rail

8 Trans Road

Koedoespoort

7.8 The invoice is presented as an original.

PART 4: Affected Property

Core clause 11.2(2) states

“Affected Property is property which

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

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

1. Thabazimbi 25 kV AC Substation

2. Description of the Affected Property and its surroundings

2.1. General description

1. Thabazimbi 25 kV AC Substation

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

N/A

1.3 Subsoil information

N/A

1.4 Hidden services

Control cables and earthing cables are located underground

1.5. Other reports and publicly available information

N/A