
Transnet Property

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF 22 DOMESTIC TYPE AIRCONDITIONER UNITS AT THE TRANSNET OFFICES IN THE DURBAN LOGISTICS

RFP NUMBER	: TP/2025/01/0002/86912/RFQ,
ISSUE DATE	: 31 JANUARY 2025
COMPULSORY BRIEFING	: 10 FEBRUARY 2025
CLOSING DATE	: 17 FEBRUARY 2025
CLOSING TIME	: 09h00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Eligibility:

- **Compliance to Specifications**

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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 SUPPLY, INSTALLATION AND MAINTENANCE OF 22 DOMESTIC TYPE AIRCON UNITS AT THE TRANSNET OFFICES IN THE DURBAN LOGISTICS HUB
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Durban Logistics Hub, 1 Service Road, Isipingo 4133 (Old Durban International Airport) on the 10 February 2025, at 10:00am [10 O'clock] for a period of ± 1 (hour) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</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 driver's licenses are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-02 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 T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	09:00am on the 17th of February 2025 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

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2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-01], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

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)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities

	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Senior Procurement Officer
	Name:	Jennifer Manikam
	Address:	1 st Floor 202 Anton Lembede Street Durban 4001
	E – mail	Jennifer.manikam@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p>1. Stage One - 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 3ME or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Stage Two - Eligibility with regards to attendance at the compulsory clarification meeting:</p> <p>c) 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>d) Joint Venture (JV) 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; 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 3ME 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.

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

2. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 70 points.

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

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

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TP/2025/01/0002/86912/RFQ,
- The Tender Description: FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF 22 DOMESTIC TYPE AIRCONDITIONER UNITS AT THE TRANSNET OFFICES IN THE DURBAN LOGISTICS HUB

Documents must be marked for the attention of:
Employer's Agent:

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

C.2.15 The closing time for submission of tender offers is:
Time: **09:00AM** on the **17 FEBRUARY 2025**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

C.2.23 The tenderer is required to submit with his tender:

Mandatory Documents

- a) Submit a letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Diseases (COIDA) Act 1993 (Act 130 of 1993), must also be furnished.
- b) Submit valid proof of Valid public liability insurance of minimum R1 000 000.00 from a registered Financial Services Board (FSB) insurance.
- c) Submit valid proof in the form of a certificate of Artisan Refrigeration trade test or Refrigeration mechanic trade test.
- d) Submit valid proof in the form of a certificate of South African Qualification and Certification Committee of GAS.
- e) Submit valid proof in the form of certificate of company registered with South Africa Refrigeration & Air Conditioning contractors association (SARACCA).
- f) Submit valid proof in the form of a certificate of valid Bidders **CIDB Grade 3ME or higher.**
- g) Duly signed site meeting certificate by Transnet Property representative.
- h) Signed specification of the scope of work.

- i) Failure to submit these documents shall lead to disqualification.
- j) All documents listed in a, b, c, d and e must be certified and not be older than 3 months from the closing date of this Tender.

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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

Only those tenderers who attain the minimum number of evaluation points for 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	Sub-criteria	Sub-criteria points	Maximum number of points

<p>T2.2-03 The methodology, standards and working procedures that will be used in the execution of this contract (detailed written process and project plan to be supplied by the bidder):</p> <ul style="list-style-type: none"> • Method that will be used to meet the technical quality on the project. • Approach that will minimize time during the Maintenance, Repairs, Replacements and Breakdowns of domestic type air-conditioning units. • How will the contractor meet or exceed overall project objectives and requirements. • Approach that minimises breakdowns and callouts. • Approach that minimises impact on the environment by safely removing and disposing the air conditioner gas. • How will Transnet's Plant, Infrastructure and Personnel be kept safe during contract activities. • Provide a base SOP for the activities to be performed into consideration activities most likely to be performed. • How will response times be kept to a minimum. 	<p>As the response from the supplier / service provider.</p> <p>Methodology provided and all the eight (8) items have been covered in detail.</p> <p>Methodology provided but only five-seven (5-7) items have been covered in detail.</p> <p>Methodology provided but only two-four (2-4) items have been covered in detail.</p> <p>Methodology provided but only one (1) item have been covered in detail.</p> <p>Methodology zero (0) not provided.</p>	<p><i>20</i></p> <p><i>15</i></p> <p><i>10</i></p> <p><i>5</i></p> <p><i>0</i></p>	<p>20</p>
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<p>T2.2-04 Compliance to the scope of work and verification of compliance to the scope of work.</p> <p>Adherence to TP scope of work (read, completed and signed off all the pages and return with tender document)</p> <p>Complying Yes (if complying) No (if not complying) from C1.3: Scope of works, sub section 9.d</p> <p>Adherence to TP verification of compliance to the scope of work (read, completed and signed off all the pages and return with tender document)</p> <p>Complying Yes (if complying) No (if not complying) from C1.3: scope of works, table: verification of compliance to scope</p>	<p>Completed and sign off both the scope of work and verification of compliance to the scope of work.</p> <p>Scope of work and verification of compliance to the scope of work returned (complete and signed off) (Complying Yes if complying)</p> <p>Scope of work and verification of compliance to the scope of work returned but not fully completed, not signed off on all the pages and Complying No (if not complying) or not returned.</p>	<p>20</p> <p>0</p>	<p>20</p>
<p>T2.2-05 Experience Specific knowledge of relating to projects of this nature.</p> <p>Previous experience of maintenance, servicing, repair, replacement, breakdowns, delivery, installation, testing and commissioning of domestic type air conditioners (only completed projects) in the past 3 years, with contactable references, in the format of letters with contact details on client's letterhead or Purchase order or letter of award with completion certificate of the work.</p>	<p>Five-Eight (5-8) contactable references, in the format of letters with contact details on client's letterhead or Purchase order or letter of award with completion certificates for maintenance, servicing, repair, replacement, breakdowns, delivery, installation, testing and commissioning of domestic type air conditioners.</p> <p>Two-Four (2-4) contactable references, in the format of letters with contact details on client's letterhead or Purchase order or letter of award with completion certificates for maintenance, servicing, repair, replacement, breakdowns, delivery, installation, testing and commissioning of domestic type air conditioners.</p> <p>One (1) contactable reference, in the format of letters with contact details on client's letterhead or Purchase order or letter of award with completion certificates for</p>	<p>30</p> <p>20</p>	<p>30</p>

	<p>maintenance, servicing, repair, replacement, breakdowns, delivery, installation, testing and commissioning of domestic type air conditioners.</p> <p>Zero (0) contactable references, in the format of letters with contact details on client's letterhead or Purchase order or letter of award with completion certificates for maintenance, servicing, repair, replacement, breakdowns, delivery, installation, testing and commissioning of domestic type air conditioners.</p>	<p>10</p> <p>0</p>	
<p>T2.2-06 Management and Cv's of Key persons for complete Evaluation Schedule.</p> <p>Bidder must provide 2 Artisans with Refrigeration trade test or Refrigeration mechanic trade test available to work and state their level of skills, certification and experience to carry out maintenance, servicing, repair, replacement, breakdowns, delivery, installation, testing and commissioning of domestic type air conditioners.</p> <p>Submission of valid proof of competent Refrigeration trade test or Refrigeration mechanic trade test, as required by The Occupational Health and Safety Act- Act 85 of 1993.</p> <p>Artisan must have at least N3 and above certificate with a reputable organisation.</p>	<p>The list provided with 2 certified and skilled Artisans with Refrigeration trade test or Refrigeration mechanic trade test with each 6-8 years of experience capable of carrying out work.</p> <p>The list provided with 2 certified and skilled Artisans with Refrigeration trade test or Refrigeration mechanic trade test with each 4-5 years of experience capable of carrying out work.</p> <p>The list provided with 2 certified and skilled Artisans with Refrigeration trade test or Refrigeration mechanic trade test with each 2-3 years of experience capable of carrying out work.</p> <p>The list provided with 2 certified and skilled Artisans with Refrigeration trade test or Refrigeration mechanic trade test with each less than 1 year of experience capable of carrying out work.</p>	<p>15</p> <p>10</p> <p>5</p> <p>0</p>	15

T2.2-07 Locality of contractor. Submit proof of residence of company not older than 3 months in the form of utility bill.	Contractor based locally in Durban. Contractor based outside Durban. Contractor based outside Kwa-Zulu Natal.	15 10 5	15
Total Weighting:			100
MINIMUM QUALIFYING possible score for Functionality			70

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

- T2.2-03 The methodology, standards and working procedures that will be used in the execution of this contract (detailed written process and project plan to be supplied by the bidder)
- T2.2-04 Compliance to the scope of work and verification of compliance to the scope of work
- T2.2-05 Experience - Specific knowledge of relating to projects of this nature.
- T2.2-06 Management and Cv's of Key persons for complete Evaluation Schedule
- T2.2-07 Locality of contractor

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).

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

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

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

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
+50% Black Youth Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidated scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / A consolidated scorecard will be accept) in case of JV, a consolidated scorecard will be accept)

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	
B-BBEE Level of contributor (1 or 2)	10
50% Black Youth Owned Entities	10
Total points for Price and Specific Goals must not exceed	100

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;
the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - d) has the legal capacity to enter into the contract,
 - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - f) complies with the legal requirements, if any, stated in the tender data and
 - g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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 pre-qualification and eligibility purposes:

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule –**
CIDB Registration – 3ME or higher
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule -** Certificate
of attendance at Compulsory Tender Clarification Meeting

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

- T2.2-03 **Evaluation Schedule:** The methodology, standards and working procedures
that will be used in the execution of this contract (detailed written process and
project plan to be supplied by the bidder)
- T2.2-04 **Evaluation Schedule:** Compliance to the Scope of Work and verification of
compliance to the Scope of Work
- T2.2-05 **Evaluation Schedule:** Experience - Specific knowledge of relating to projects
of this nature.
- T2.2-06 **Evaluation Schedule :** Management and CV's of Key persons for complete
Evaluation Schedule
- T2.2-07 **Evaluation Schedule:** Locality of contractor

2.1.3 Returnable Schedules General:

- T2.2-08 Authority to submit tender
- T2.2-09 Record of addenda to tender documents
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements
- T2.2-12 Availability of equipment and other resources
- T2.2-13 Schedule of proposed Subcontractors (if subcontract in terms of TPPP
is not eligibility)
- T2.2-14 Site Establishment requirements

T2.2-15: Capacity and Ability to meet Delivery Schedule

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

T2.2-16: ANNEX G Compulsory Enterprise Questionnaire

T2.2-17: Job-Creation Schedule

T2.2-18 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-19 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

Agreement and Commitment by Tenderer:

T2.2-20 Non-Disclosure Agreement

T2.2-21 RFP/Tender Declaration Form

T2.2-22 RFP – Breach of Law

T2.2-23 Certificate of Acquaintance with Tender Document

T2.2-24 Service Provider Integrity Pact

T2.2-25 Supplier Code of Conduct

2.2 C1.1 OFFER PORTION OF FORM OF OFFER & ACCEPTANCE

2.3 C1.2 CONTRACT DATA

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 BILL OF QUANTITIES

T2.2-01: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

4. Joint Venture (JV)

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

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

T2.2-02: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented

(Name and

by:

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

Evaluation Schedule: T2.2-03 The methodology, standards and working procedures that will be used in the execution of this contract (detailed written process and project plan to be supplied by the bidder) – 20 points

- Method that will be used to meet the technical quality on the project.
- Approach that will minimize time during the Maintenance, Repairs, Replacements and Breakdowns of domestic type air-conditioning units.
- How will the contractor meet or exceed overall project objectives and requirements.
- Approach that minimizes breakdowns and callouts.
- Approach that minimizes impact on the environment by safely removing and disposing the air conditioner gas.
- How will Transnet's Plant, Infrastructure and Personnel be kept safe during contract activities.
- Provide a base SOP for the activities to be performed into consideration activities most likely to be performed.
- How will response times be kept to a minimum.

Evaluation Schedule: T2.2-04 Compliance to the scope of work and verification of compliance to the scope of work – 20 points

- Adherence to TP scope of work (read, completed and signed off all the pages and return with tender document). Complying Yes (if complying) No (if not complying) from C1.3: Scope of Works, section 9.d.
- Adherence to TP verification of compliance to the scope of work (read, completed and signed off all the pages and return with tender document). Complying Yes (if complying) No (if not complying) from C1.3: scope of works, table: verification of Compliance to Scope.
-

Evaluation Schedule: T2.2-05 Experience – 30 points

- Specific knowledge of relating to projects of this nature.
- Previous experience of maintenance, servicing, repair, replacement, breakdowns, delivery, installation, testing and commissioning of domestic type air conditioners (only completed projects) in the past 3 years, with contactable references, in the format of letters with contact details on client's letterhead or Purchase order or letter of award with completion certificate of the work.

Evaluation Schedule: T2.2-06 Management and CVs of Key persons for complete Evaluation Schedule – 15 points

- Bidder must provide 2 Artisans with Refrigeration trade test or Refrigeration mechanic trade test available to work and state their level of skills, certification and experience to carry out maintenance, servicing, repair, replacement, breakdowns, delivery, installation, testing and commissioning of domestic type air conditioners.
- Submission of valid proof of competent Refrigeration trade test or Refrigeration mechanic trade test, as required by The Occupational Health and Safety Act- Act 85 of 1993.
- Artisan must have at least N3 and above certificate with a reputable organisation.
- Project Manager must have at least a Diploma in Mechanical Engineering or above with a recognised institution based in South Africa

Evaluation Schedule: T2.2-07 Locality of contractor – 15 points

- Submit proof of residence of company not older than 3 months in the form of utility bill.

T2.2-08: 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

T2.2-09: Record of Addenda to Tender Documents

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

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

T2.2-10 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

T2.2-11: Risk Elements

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

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

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

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

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

[illegible]

T2.2-13: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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

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

Tenderers to indicate their Site establishment area requirements:

[illegible]

T2.2-15: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

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

A schedule detailing the following:

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

F.1 Index of documentation attached to this schedule:

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

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.

1. SECTION 1: NAME OF ENTERPRISE: _____

2. SECTION 2: VAT REGISTRATION NUMBER, IF ANY: _____

3. SECTION 3: CIDB REGISTRATION NUMBER, IF ANY: _____

4. SECTION 4: CSD NUMBER: _____

5. 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

6. SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION/SPECIFIC GOALS	
Level 1 and 2	10
+50% Black Youth Owned Entities	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

2. DEFINITIONS

"all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

"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;

"bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

"Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

"EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

"functionality" means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(a) **"Price"** includes all applicable taxes less all unconditional discounts.

(b) **"Proof of B-BBEE Status Level of Contributor"**

- i) the B-BBEE status level certificate issued by an authorised body or person;
- ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- iii) any other requirement prescribed in terms of the B-BBEE Act.

"QSE" means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

"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.

"Specific goals" means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women 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
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

are: I. 30% Black Women, 51% Black Youth and 51% Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

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

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

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

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
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public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-17: JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

(c)

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(d) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			

Black People with Disabilities			
Other			

(e) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

T2.2-18 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (_____) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator

must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

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

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

(Operator)

Authorised signatory for and on behalf _____ who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

T2.2-19 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.

2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service

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

T2.2-20 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 Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 Confidential Information means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the

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

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

2. CONFIDENTIAL INFORMATION

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

T2.2-21: RFP/TENDER 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 Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office 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 SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

• **IMPORTANT NOTICE TO RESPONDENTS**

Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.

An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net

All Respondents 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 bidder on its List of Excluded Bidders.

T2.2-22: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

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

T2.2-23 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

T2.2-24 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a

system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

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

2 COMMITMENTS OF TRANSNET

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

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

2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

3.1 Transnet has a 'Zero Gifts' Policy. No employee is allowed to accept gifts, favours or benefits.

- a) Transnet officials and employees shall not solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment,

loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees shall not solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under no circumstances should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-

submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

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

3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish 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 RFP; or
- f) tendering with the intention of not winning the Tender.

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

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

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

5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

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

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

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

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

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 Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature

Date

T2.2-25: Supplier Code of Conduct

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

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

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

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

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

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

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

– Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

Conflicts of Interest

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

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

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

I, _____ of _____
(insert name of Director or as per Authority) *(insert name of Company)*
Resolution from Board of Directors)

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

Signed this on day _____ at

Signature

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:

TITLE OF THE CONTRACT

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the

Transnet SOC Ltd

Employer

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:

For the Employer

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

C1.2 Contract Data

PART ONE - DATA PROVIDED BY THE *EMPLOYER*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
		X2 Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Property 202 Anton Lembede Street Durban 4001
10.1	The <i>Project Manager</i> is: (Name)	Sarvdasha Sewlal
	Address	202 Anton Lembede Street, Durban, 4001
	Tel	n/a
	e-mail	sarvdasha.sewlal@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Shaun Patience
	Address	202 Anton Lembede Street, Durban, 4001
	Tel No.	n/a
	e-mail	shaun.patience@transnet.net
11.2(13)	The <i>works</i> are	FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 22 DOMESTIC TYPE AIRCONDITIONER UNITS AT THE TRANSNET OFFICES IN THE DURBAN LOGISTICS
11.2(14)	The following matters will be included in the Risk Register	Prolonged delivery time of long lead items Electrocution Road Accident (i.e. Exposure due to travelling Theft of stock Fire probabilities Community unrest
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1." Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3

12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	2 Months After Award
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	TBA
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) days after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.

6 Compensation events

- 60.1(13) The *weather measurements* to be recorded for each calendar month are,
- the cumulative rainfall (mm)
 - the number of days with rainfall more than 10 mm
 - the number of days with minimum air temperature less than 0 degrees Celsius
 - the number of days with snow lying at 08:00 hours South African Time
 - and these measurements: N/A
- The place where weather is to be recorded (on the Site) is: The *Contractor's* Site establishment area
- The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at: DURBAN, KWA ZULU NATAL
- and which are available from: South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i> .
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8 Risks and insurance

- 80.1 These are additional *Employer's* risks None
- 84.1 The *Employer* provides these insurances from the Insurance Table
- | | | |
|---|--------------------|--|
| 1 | Insurance against: | Loss of or damage to the <i>works</i> , Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability. |
| | Cover / indemnity: | to the extent as stated in the insurance policy for Contract Works / Public Liability |

	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1 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

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 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 1500 000.00**

		<p>7 The insurance coverage referred to in 1, 2, 3, 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	<p>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</p>
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<p>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract</p>
9	Termination	<p>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</p>
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	<p>No additional data is required for this Option.</p>

60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, Kwa Zulu Natal, South Africa
	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
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	To be equated to the actual monetary loss of Transnet R2000.00 per day

X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the total of the Prices
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	5 % on all payments certified.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	The total of the Prices
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The cost of correcting the Defect - However, if the Defect results in additional damage to the Employer's property, the Contractor's liability shall extend to the cost of repairing such additional damage, up to a maximum of 100% the contract value or the amount recoverable under the Contractor's insurance, whichever is greater."
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works
Z	<i>Additional conditions of contract are:</i>	

Z1.1 It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2.17

Z1.2 The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2.17 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..

Z1.3 The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2.17 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

Z2.1

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.

Z3 Additional clauses relating to Joint Venture

Z3.1

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
 - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
 - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
 - v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z3.2

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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

Z4.2 Termination Table

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

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

Z4.3

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

Z5 Right Reserved by the *Employer* to Conduct Vetting through SSA

Z5.1

The *Employer* 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.

Z6 **Additional Clause Relating to Collusion in the Construction Industry**

Z6.1

The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z7 **Protection of Personal Information Act**

Z7.1

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.

C1.2 Contract Data

PART TWO - DATA PROVIDED BY THE *CONTRACTOR*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities	C2.2		
11.2(21)	The <i>bill of quantities</i> is in			
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	%		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate

62 in SCCC	The percentage for design overheads is	%	
63 in SCCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SCCC	The percentage for people overheads is:	%		
21 in SCCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	%		
22 in SCCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SCCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SCCC	The percentage for design overheads is	%		

63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	

C2.1 Pricing instructions: Option B

THE *CONDITIONS OF CONTRACT*

How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

**Identified
and defined
terms**

11

11.2

(21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(28) The Price for Work Done to Date is the total of

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

MEASUREMENT AND PAYMENT

Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

MPa	megapascal
No.	number
Prov sum ⁴	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

Clause 63.1 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified

⁴ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

The short descriptions of the items of payment given in the *Bill of Quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

Departures from the *method of measurement*

Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

C2.2 The *bill of quantities*

SCHEDULE OF PRICES:

All prices **exclude Vat** and additional items listed (with prices) shall be clearly labelled as optional or essential.

Item	Qty	Year 1 Price
Normal working Hours (Monday to Friday from 7am to 16:00pm)		
1.1. Labour rate (Technician)		R
1.2. Labour rate (Assistant)		R
After hours		
2.1. Labour Rate (Technician)		R
2.2. Labour Rate (Assistant)		R
Saturday Hours		
3.1. Labour Rate (Technician)		R
3.2. Labour Rate (Assistant)		R
Sunday Hours		
4.1 Labour Rate (Technician)		R
4.2 Labour Rate (Assistant)		R
Public holidays		
5.1 Labour Rate (Technician)		R
5.2. Labour Rate (Assistant)		R
Travel rates (AA Rates)		R
0-50 km		No Charge
>50 km		R
Safety file	1	R
Service of split type air conditioner every 6 month	2	R
Total		R
(Excl. VAT) to tender form		R
Total (Incl. Vat)		R

Tenderer: _____

Date: _____

Witness 1: _____

Date: _____

Witness 2: _____

Date: _____

PRICING LIST: SUPPLY AND INSTALL AIRCONDITIONS

ITEM	DESCRIPTION	NO OF	UNI T	RATE	PRICE
	Work to be done				
1	Office A10 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
2	Office A17 Board room - Supply and install 2x 30 000 btu Inverter midwall split type aircon	2	Each		
3	Office A19 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
4	Office A20 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
5	Office A21 Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
6	Office A22 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
7	Office A23 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
8	Office A24 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
9	Office A25 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
10	Office A29 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
11	Office A30 -Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
12	Office A31 - Supply and install 1x 12 000 btu Inverter	1	Each		

	midwall split type aircon				
13	Office A32 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
14	Office A33 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
15	Office A36 - Supply and install 1x 24 000 btu Inverter midwall split type aircon	1	Each		
16	Office A37 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
17	Office A38 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
18	Office A40 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
19	Office A42 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
20	Office A48 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
21	Office A51 - Supply and install 1x 12 000 btu Inverter midwall split type aircon	1	Each		
22	All condensing units must be installed on hot dip galvanised brackets at least 500mm off the floor surface, unless instructed by the Technical Officer to install the unit differently. Unit must be adequately secured to the brackets with vibration pads. The treads of all bolts used in mounting the condensing unit must be coated with copper or silver grease.	22	Each		

23	All copper piping and cabling must be adequately supported by means of galvanised or non-ferrous screws and saddles. All inside pipe and cable work must be installed inside trunking. Trunking must be installed at an angle of not less than 10 degrees to allow for good drainage condensate water. All outside visible piping and electrical cables to be installed in white PVC trunking 100mm x 40mm.	270	m		
24	Conduit for drainpipe 20mm	270	m		
25	All coils to be treated with blue chem and certificate to be provided.	22			
26	All new pc boards to be sprayed with anti-corrosive lubricant.	22			
27	Supply and install 102m White PVC Trunking for indoor units 100mm x 40mm (DLH Aircons)	1	Job		
	All aircon units to be installed back-back maximum 3m copper pipes unless instructed otherwise				
	Electrical				
28	Supply and install single phase waterproof isolators IP66	22	Each		
29	Supply and install 20 amp orange toggle Circuit breaker Curve 1	22	Each		
30	Supply and install 300 amp 25kA 3phase Circuit breaker	1	Each		
31	Supply and install 100 amp 6kA 3phase Circuit breaker	3	Each		
32	Supply and install pvc compression gland No.0	66	Each		
33	Supply and install 2x mechanical glands No.4 for	2	Each		

	35mm x 4core ECC Cable				
34	Supply and install 35mm x 4core ECC Cable 30m	30	m		
35	Supply and install surfix electrical cabling 600m x 2,5mm from Distribution board to 22 x single phase isolators. All electrical cables in ceiling between the air-conditioning unit and the distribution board must be installed in conduit.	1	Job		
35	Supply and install 3x 21 way Powder coated mildsteel Orange Surface Mounted Double Door Distribution board must include the following. @ Earth bar @ Neutral bar @ Bus bar to connect 300 amp 25kA 3phase Circuit breaker @ Bus bar strip connector to connect top of 22 Single Phase Circuit breakers @Circuit breaker DIN Rail Clip @14x Circuit breaker blanks @DB to cater for 36 single phase Circuit breakers	1	Job		
	Provide Certificate of Compliance (COC) for all electrical work done.	1	Job		
	Provide report of all aircon units installed are running 100% percent before hand over.				
TOTAL (EXCLUDING VAT)					
TOTAL (INCLUDING VAT)					

C3.1 SCOPE OF WORKS

1. EXTENT OF THE SERVICE

The Service Provider must be competent in all the following work disciplines:

- a) Air-conditioning units (Window / wall, split, Under-ceiling, Console and Cassette)
- b) Electrical light current
- c) And the following sub disciplines plumbing, bricklaying, plastering and painting.
- d) This specification includes for a supply, install and maintenance service contract for 22 domestic air-conditioning and associated equipment. The supply and installation of the air-conditioning is to take place over a period of 3 months and thereafter the maintenance of these air-conditioning units will be for the duration of their warranty period.
- e) The Service Provider must commence Emergency Service within two hours of notification.
- f) The Service Provider must commence Day to Day service within twenty-four hours of notification.

2. SPECIFIC REQUIREMENTS

- a) No service must be performed without the approval of the *Technical Manager* or a notification notice.

3. GUARANTEE:

- a) The contractor must, at his own expense, make good to the satisfaction of the Technical Officer all defective materials, electronic equipment and workmanship which may manifest itself within a period of six months after completion of work.
- b) The contractor must, at his own expense, make good to the satisfaction of the Technical Officer all defective materials and workmanship pertaining to new works which may manifest itself within a period of twelve months after completion of work.
- c) Specify when the system becomes fully operational and when the guarantee period takes effect.

4. SUPERVISION

- a) The Contractor or a responsible person empowered to act on his / her behalf must be present at the work site to supervise the works and to receive the instructions of the Technical Officer.

5. INCOMPETENT EMPLOYEES

- a) Any person employed by the Contractor on the Works who is, in the opinion of the Technical Officer, incompetent, or who may act in any improper manner, may be discharged from the works by the

Technical Officer, and such a person shall not again be employed on the works without the permission of the Technical Officer.

6. COMPLIANCE WITH STATUTES AND SAFETY RULES

- a) The Contractor must at his cost comply with all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant regulations framed there under which are applicable to the work to be undertaken.
- b) The Contractor must at his own costs comply with the following Act's:
- c) The compensation for Occupational injuries and Diseases Act, No. 130 of 1993 and any amendments thereof. The Contractor must produce proof of his registration and good standing with the Compensation Commissioner in terms of the act.
- d) The Contractor undertakes to carry out its obligations in accordance with the requirements of the Occupational Health and Safety Act No 85 of 1993 and to comply with all requirements of the said act and any amendments thereof. The Contractor also undertakes to comply with the Safety rules of Transnet, as adopted from time to time.
- e) In addition the Contractor must report all accidents in writing to the Technical Officer. Any accident resulting in the death or injury to any person on the Works must be reported within 24 hours of its occurrence, and any other accident must be reported within 48 hours of its occurrence.
- f) All electrical work carried out by the contractor must comply fully with the new Electrical Code of Practice SANS 10142-1 including all regulations referred to in SANS 10142-1 and any amendments thereof. Contractor must supply the Transnet Property Technical Officer with a compliance certificate for all new and / or altered electrical circuits upon completion of electrical works.
- g) The Contractor's procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation. Codes of Practice and Local, Regional or Provincial Authorities.
- h) The Contractor shall not use or keep any poisonous or highly flammable materials on the Affected Property without the approval of the Technical Manager (Building / Centre Manager), for the rendering of the Service or for whatever purpose.
- i) The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the Employer from damage or injury, and to protect adjoining properties from trespass or damage during the Service.
- j) The Contractor shall inform the Employer verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the Contractor's responsibilities.
- k) The Contractor may not do or leave or permit anything on the Affected Property that, in the opinion of Technical Manager (Building / Centre Manager), might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Affected Property.
- l) The Contractor will be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the Contractor,

and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.

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

7. HOURS OF DUTY

- A) ALL WORK MUST BE CARRIED OUT BETWEEN THE HOURS OF 07H00 AND 16H00, MONDAY TO FRIDAY, UNLESS OTHERWISE ARRANGED WITH THE TECHNICAL OFFICER.

8. REQUIREMENTS FOR AIRCONDITIONING UNITS

Any person with the intention of procuring the material shall ensure that the information below is complied with.

8.1 Transnet Property requirements for unit type air-conditioning units

- a) Equipment offered must comply fully with SANS 1125: Specification for room type air-conditioners.
- b) Where equipment offered complies with another recognised standard but does not comply with SANS 1125, such equipment will be considered at the discretion of the Technical Manager or Technical Officer and must be approved in writing before installation.

8.2 New air-conditioning units to be sized as follows

- a) Contractor must include for the complete installation of power supply for the new air-conditioning units including wiring of power points to Distribution Board, weatherproof isolator box surface mount, and isolator 30A fitted inside isolator box, all wiring and tubing to the distribution board, a curve 1 MCB (orange toggle) and compliance certificate complete installation.
- b) The cooling capacity must be specified on the air-conditioning units installed.
- c) The air-conditioning units must be of the inverter energy saving type and be heating and cooling.
- d) The installations include for all building work as per specifications below. All holes in wall must be bricked up as per specifications below,

8.3 Inverter type Energy Saving Air-conditioning Units

- a) The air-conditioning unit must be of the inverter type and must be at least 40% more energy efficient than conventional type air-conditioning units.
- b) The units must be installed strictly in accordance with all the clauses in the specification below.
- c) The air-conditioning unit must operate at a steady temperature fluctuation as soon as the desired temperature is reached it must finely adjust to cope with any changes resulting in less temperature fluctuations.
- d) The air-conditioning unit must be able to reach the desired air temperature at least 15% faster for cooling and 50% faster for heating.

- e) After reaching the desired set temperature the air-conditioning unit must change its mode to economic mode, by avoiding inefficient and frequent switching of the compressor.
- f) The air-conditioning unit must be able to provide sufficient cooling even with outside temperatures of up to 50°C and to provide sufficient heating with outside temperatures of as low as -20°C.
- g) The evaporator coil and filter must be able to trap microscopic dust particles, be able to kill fungi and to remove unpleasant odours.
- h) All new PC boards to be sprayed with anti-corrosive lubricant.
- i) All new aircon installations to be treated with Bluchem treatment prior to installation. Proof of certificate to be provided to Technical Officer.

8.4 Installation of new unit

8.4.1 Split type units

- a) All condensing units must be installed on hot dip galvanised brackets at least 500mm off the floor surface, unless instructed by the Technical Officer to install the unit differently. Unit must be adequately secured to the brackets with vibration pads.
- b) Threads of all bolts used in mounting the condensing unit must be coated with copper or silver grease.
- c) Only copper pipe approved for air-conditioning work must be used i.e., dehydrated hard drawn copper tubing. All joints must be sweated in the approved manner using an approved soldering medium. Joints must be kept to a minimum.
- d) All suction line piping between the evaporator and the condensing units must be lagged with armour- flex or an equal and approved product.
- e) All piping and cabling must be adequately supported by means of galvanised or non-ferrous screws and saddles. All inside pipe and cable work must be installed inside trunking. Trunking must be installed at an angle of not less than 10 degrees to allow for good drainage condensate water. All outside visible piping and electrical cables to be installed in white PVC trunking.
- f) All electrical cables in ceiling between the air-conditioning unit and the distribution board must be installed in conduit.
- g) All new PC boards to be sprayed with anti-corrosive lubricant.
- h) All new aircon installations to be treated with Bluchem treatment prior to installation. Proof of certificate to be provided to Technical Officer.

8.4.2 Filters

- a) Filters must be provided with the unit. Filters must be easily removable and be of the permanent washable type. The evaporator coil and filter must be able to trap microscopic dust particles, be able to kill fungi and to remove unpleasant odours.
- b) The contractor must ensure that the installation is completely weatherproof. No rain or wind must be allowed to enter the room causing discomfort or flooding.

- c) The contractor must ensure that moisture collected by the unit is adequately disposed of to the nearest drain point using an adequately sized heavy-duty UV resistant white PVC pipe adequately saddled to the wall with heavy duty white PVC saddles.

8.4.3 Brickwork

- a) Close up all small holes in the walls with cement filler.
- b) All large holes in the wall must be bricked up. If the wall surface is face brick the bricks used to brick up the hole must match the existing type, colour and design of brick as close as is possible. All existing surfaces that are plastered tenderer must allow for the plastering of the brickwork.
- c) All holes must be touched up, marks and plasterwork must be painted with an approved under coat and topcoat. Colour used for topcoat must match existing paint work as close as possible, unless otherwise stated by the Technical officer at the site meeting.
- d) The type of paint to be used is to be approved by the Technical Officer.

8.4.4 Electrical work

- a) All air-conditioning units supplied must operate at 240 volts or 400 volts, at 50 Hz.
- b) All electrical work must be included in tender offer.
- c) Where a remotely mounted condensing unit is provided, that part of the equipment which is remotely mounted from the cooling coil must be provided with an adequately rated double pole or three pole isolators either adjacent to or on the remote equipment.
- d) Each air-conditioner must have its own circuit.
- e) A laminated letter must be installed on the outside of the door. "Keep door closed on account of the Air-conditioning"
- f) Contractor must ensure a registered installation electrician to provide and connect the electricity supply to the isolator feeding the unit. Contractor must connect the new unit to the newly installed isolator.
- g) All electrical work carried out by the contractor must comply fully with **the new Electrical Code of Practice SANS 10142-1 and all subsequent amendment.**
- h) The contractor must supply Transnet Property Technical Officer with a compliance certificate for all new and / or altered electrical circuits upon completion of electrical works.

8.4.5 All Unit type air-conditioning units must be labelled as per example below.

- a) Labels must be stencilled onto the units using a permanent marker and a stencil with lettering of 10mm in size. The position of the label must be confirmed with the Technical officer before stencilling the label on:
- b) All labels on Window / wall units must be secured to the inside unit on the front side of casing to be easily visible when the cover is removed and on the front cover to be easily visible.

- c) All console units must be labelled on the side of the unit in a clearly visible position to be seen without stripping the unit.
- d) All split units and under ceiling units must be labelled on the casing outside and the unit inside in such a way that it will be easily visible without stripping anything.
- e) Inverter type units must also be clearly labelled that they are inverter type units and the type of refrigerant used must also be clearly labelled on the condensing unit visible from the outside of the unit.

8.4.6 Servicing

- a) All newly installed units must be serviced two times during the 12-month guarantee period, this cost must be included in the installation pricing. The units must be serviced according to the attached service schedule.
- b) The attached service report must be supplied to the Transnet Property technical officer at the end of the guarantee period. Until this document is received the unit will still be considered as been under guarantee, even after the 12-month period is up.

8.4.7 Literature

- a) Contractor must provide pamphlets describing the units offered.
- b) The contractor must supply Transnet Property full operating and maintenance instruction booklets as part of the contract.

8.4.8 Prefabrication and ordering of components

- a) Prefabrication of replacement components and the ordering of the filler pack must be done timeously to minimise down time.

8.4.9 Reporting

- a) Any item found not to be serviceable that is not covered in the above specification is to be reported to Transnet Property Technical Officer.

8.4.10 Commissioning

- a) Upon completion of the works the Contractor shall test, commission and hand over the completed works to Transnet Property Technical Officer.

9 SCOPE OF WORK – SUPPLY, INSTALLATION AND SERVICING OF DOMESTIC AIRCON UNITS

- a) Any work issued must have a Purchase Order, or if urgent and critical, in writing before any work is done.
- b) Attached job card of the date work completed and signed off by Transnet Property Technical officer.
- c) If new aircon breaks within the 12 month period servicing, repair, replacement and breakdown schedules must be in line with OEM requirements and Standards breakdown repairs of Domestic type aircon units Midwall Split.

d) The service must be every 6 months in a 12 month period.

Item no.	REQUIREMENTS Maintenance Schedule for Domestic type aircon Units: Window, Console, Under ceiling, Mid Wall and Cassette Units.	Complying Yes (if complying) No (if not complying)
a	Checks / maintenance / inspection / tests etc. will also include those specified by the supplier or manufacturer of the components of the Installation. The Contractor shall be responsible to include these in the applicable Activity Schedule attached hereto.	
b	The Contractor shall use a set of applicable Activity Schedules per Affected Property that will be neatly bound to serve as a plant / logbook of the Installation of the particular Affected Property.	
c	The Contractor shall maintain the domestic type aircons and other logbooks of the Installation that are kept on the Affected Property which contains such data and information that is required. After each service, repair or call-out; he shall enter, sign and date remarks in the other logbooks and provide copies to the Technical Manager (Building- / Centre Manager). Failing to provide the Technical Manager (Building / Centre Manager) with the relevant documents / copies, the Installation will be seen as not being serviced and an amount will be deducted from the retention invoice.	
d	The Contractor shall at all times upon arrival on the Affected Property for each inspection / service or call-out, report to the Technical Manager (Building / Centre Manager) or such nominated representative, to ascertain the reason for the call-out, and / or to obtain information with regard to any problems with the Service and or Installation on the Affected Property. Failing to report to the Technical Manager (Building / Centre Manager), the Installation will be seen as not being serviced.	
e	The Contractor shall maintain all maintenance, repairs, replacements and break downs to domestic type aircons in a clean, neat and tidy condition and remove all debris and surplus materials from the Affected Property.	
f	The Contractor to inspect all Domestic types of air-conditioning units for any corrosion, wear, fatigue. If any strip sand down and clean. Apply anti rust treatment and repaint. This must be included in the annual service of the Schedule Price / Rates list.	
g	Any replacement refrigerants used should be compliant and environmentally friendly.	
h	The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site / Affected Property for the purpose of the Service, and at his own expense shall provide any apparatus necessary for such use.	

i	The Employer, at the request of the Contractor, shall arrange for necessary break down of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.	
j	Any disruptions which are deemed to be beyond the Contractor's control and which result in the Contractor's workmen having to leave the Site / Affected Property, or due to water or electricity cuts, shall be logged in the applicable report book.	
k	Notwithstanding anything expressed or implied to the contrary in this Scope of Work, the Contractor, shall plan and execute the Service in this Contract in such a way with sufficient spares and materials available and with sufficient staff employed on Site / Affected Property that, subject to proper operation of the Installation by the Employer and or his Tenants, the downtime of the various pieces of equipment of the Installations will be limited to a reasonable time period comparable with the item of equipment being maintained.	
l	Planning of all normal routine and annual services must ensure that there will be a minimum interruption to the conditions provided by the Installation and the Price List / Rates shall include for the cost of performing service activities requiring prolonged domestic aircon shutdown outside of normal working hours.	

10.1 Services

- a) The tenderer to state the services required.
- b) A testing period of 1 month (744 hours for 24/7 shifts and 248 hours for 8 hour shifts) this shall depend on what shift the business requiring the removal of the specified equipment.
- c) No completion of work will be accepted by Transnet Property without the satisfaction of the conditions above.
- d) The service provider shall demonstrate the complete functioning of the air conditioners after it is serviced, repaired or replaced.

10.2 After-Sales Service

- a) The successful tenderer shall provide Transnet Property with acceptable proof that spares can be easily and speedily procured for the equipment within 7 working days through agents locally.

Note: All work to be completed in each respect by suitably qualified person.

11. OTHER INFORMATION RELATED TO THE SCOPE

- a) This specification states the minimum requirements relating to the work and in no way absolves the contractor from responsibility for sound engineering practice. Any omissions or sub-standard

requirements of this specification must be brought to the attention of Transnet Property at tender stage and optional prices for addressing such omissions must be provided.

- b) Any matter relating to this work, which requires a decision from Transnet Property shall be presented to the Technical Manager or Technical Officer in charge.
- c) All offers shall be completed in every respect with this specification. Only completed tenders shall be considered.
- d) The Technical Manager or Technical Officer reserves the right to have the proposal checked independently by a third party.
- e) Tenders must allow for monthly progress and clarification meetings on site initially and after a commissioning for defect meetings when required.
- f) A meeting will be held after issuing of the tender to establish the exact scope and magnitude of the contract.
- g) No tender will be considered unless it has the certificate signed by the Engineer or project manager or his representative.

12. ENVIRONMENTAL CONSTRAINTS AND MANAGEMENT

- a) The Contractor shall provide a Contractor's Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The Technical Manager has the right to request additional specific work method statements should in his opinion this be required.
- b) Progressive and systematic finishing and tidying-up will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily.
- c) No material shall be dumped on the Employer's property and no suitable material shall be disposed of if it is required elsewhere for the proper completion of the contract.
- d) All discarded/spoiled/hazardous material shall be disposed of at an accepted registered dumpsite and the Contractor shall furnish the Technical Manager with receipts and official disposal certificates from the dumpsite.
- e) The Contractor shall make good all damages to the environment to the satisfaction of the Technical Manager's Waste Management Objective.

12.1 Use of Cement & Concrete

- a) Cement and concrete are regarded as hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. The contractor shall therefore ensure that concrete is not mixed directly on the ground and that the visibility remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing the visible remains into the ground will not be acceptable.

12.2 Noise Pollution

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- a) Equipment used on the site shall be properly muffled and maintained to reduce noise generation to the minimum. Working procedures shall be structured to avoid the unnecessary generation of noise.

12.3 Dust Control

- a) Dust has been identified as having a serious environmental impact. The Contractor is required to prevent the creation of dust.
- b) The Contractor shall ensure that no dust is generated during the mixing process of construction materials used during any stage of the construction process.
- c) The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:
- The National Environmental Management Act, 107/1998
 - The Environmental Conservation Act, 73/1989; and
 - The National Water Act, 36/1998

The *Contractor* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Contractor* was negligent and caused any form of pollution the damage shall be rectified at the *Contractors* cost

NB: The tendered amount shall include for all costs to conform to the Environmental constraints and management requirements.

13. HEALTH AND SAFETY REQUIREMENTS

The contractor is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, Transnet's employees and persons at or in the vicinity of the Site, the *Works*, temporary work, materials, the property of third parties and any purpose relating to the *Contractor* carrying out its obligations under this Contract.

The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements. The *Contractor* must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The *Contractor* must manage all reasonably foreseeable hazards created by performance of the work.

The Contractor's attention is directed to the Health and Safety Specification TRN-IMS-GRP-PROC-014, and in particular to his Health & Safety Plan, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended (with particular emphasis to the Construction Regulation GN No. R1010 of 18 Jul2003 as amended) and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety. As the minimum requirement the contractor must ensure the following:

- a) The Contractor shall appoint a Safety Health and Environmental Officer (SHE Officer) to liaise at least weekly with the Technical Manager unless there are urgent matters pertaining to health and safety

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- b) The Contractor is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.
- c) The Contractor shall furnish the Technical Manager with full particulars of any Sub-Contractor which he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in this contract pertaining to health and safety.
- d) The Contractor shall advise the Technical Manager of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the Contractor or Sub-Contractor.
- e) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Diseases Act 1993 (Act 130 of 1993), must also be furnished.
- f) The Contractor shall comply with the current Transnet Specification TRN-IMS-GRP-PROC-014, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the Technical Manager documentary proof of his procedural compliance with the Act, and particulars of the Health and Safety Plan to be implemented on the site in accordance with the Transnet Specification TRN-IMS-GRP-PROC-014.
- g) The Contractor's Health and Safety Plan will be subject to agreement by the Technical Manager, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- h) Pre-employment medicals, including chest X-ray examinations, specific for the Contract will be required for all employees working on the Site regardless of duration spent on Site. Exit medicals, including chest X-ray examinations will be required at the end of the Contract. These medical examinations must be carried out by a registered Occupational Health Practitioner.
- i) The Contractor to fully comply with the SANS and the construction regulations. Prior to commencement of the contract, the contractor shall compile a SHE file in line with TRN-IMS-GRP-PROC-014 requirements and submit to Transnet Property Risk Department for Review. In addition, the Contractor's health and safety file index shall as a minimum consist of the following:
- Principal Contractors construction site organogram with contact details
 - Valid Letter of good standing.
 - Notification letter of construction work – Provincial Director/Principal Inspector
 - Appointments for managements with their CV's
 - 37(2) Agreement and 4.1.c. agreement
 - Induction manual for employees and visitor's
 - Copy of toolbox talk and DSTI
 - Principal contractors Health& safety policy
 - List of subcontractors
 - Health and safety plan
 - Environmental management plan
 - Fall protection plan
 - Safety Stats

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- Risk assessments and Method statements
 - Incidents/accidents register and investigation report
 - Emergency contact telephone numbers
 - Emergency plan
 - Minutes of contractors monthly health and safety meetings
 - Registers
 - Checklist
 - Job category list / training matrix
 - Audits
 - ID documents and medicals (Induction packs)
 - Site diary
 - Vehicle access list

j) An induction session must be attended by all Contractors staff that will enter the construction site or site, prior to the start of any work. The Technical Manager or Project Manager to be approached for arrangements in this regard at least 3 days in advance. The Contractor shall compile employee Safety induction packs and submit to the Transnet Property Risk Department for review and approval before attending the induction training. the Contractor's induction packs shall as a minimum consist of the following:

- Employee scope of work describing duties
- Medical Fitness Certificate
- Site specific induction – contractor
- Copy of ID/Passport document
- Proof of qualifications/competency for artisans– drivers/operators/welders/first aiders/fire fighters/H&S reps/...
- Legal letter of appointment
- Copy of training certificates for supervision and managers – Legal liability, IRCON, HIRA, Incident Investigation
- Copy of abbreviated CV for supervisors and managers
- Copy of Signed Contract for General Labor

- k) All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the Employer to the appropriate remedies.
- l) No work on site, especially off-loading of material may commence before approval by the Technical Manager.
- m) The Contractor shall ensure that all his staff are equipped with the necessary safety gear i.e., safety shoes, reflecting vest, hard hats, etc.
- n) The Contractor shall comply with the requirements of constraints imposed to accommodate traffic with due considerations to implications for safety.
- o) All costs of the above shall be borne by the contractor.

14.1 Hazard identification and risk assessment

- a) The Contractor's appointed Site Representative and the Technical Manager shall finalize a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the Contractor. This site-specific HIRA document, based on a continuous HIRA, must cover site-

specific hazards and the safe management of these hazards. The HIRA document must be signed by the abovementioned representatives as well as the Regional Safety Manager and be accepted by the Technical Manager before any construction work can commence.

14.2 Substance abuse

- a) The OHS Act (Act 85 of 1993) clearly states in the Safety Regulations no. 2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace". Transnet Property enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

14.3 Safety meetings

- a) The Contractor shall ensure that a safety representative is appointed and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the Technical Manager. All costs related to the safety aspects required under this contract will be carried by the Contractor's and therefore be covered under the rates tendered.

15. SPECIALIST SUB-CONTRACTORS

- a) Only specialist sub-contractors who have previously successfully completed work of the type and extent specified in this document should be engaged. The tenderer shall provide the technical officer with sufficient proof of having suitable experience regarding the design and manufacturing of similar equipment.
- b) To this end, complete and detailed reference list shall be submitted with the tender. Reference list shall include addresses as well as contact person who may be visited for inspection of the equipment during the adjudication period.
- c) The tender shall submit a complete list of proposed sub-contractors and suppliers of major components with his tender.
- d) The tenderer shall be prepared to commit themselves in writing to the technical officer with an adequate, experienced and stable project team for the duration of the contract.
- e) Transnet Property will not consider any Tenderer's offer that, in the sole opinion of Transnet Property, does not have adequate experience in the design and manufacture of such equipment / product.
- f) Contractors shall do the bird removal work simultaneously with other contractors on-site busy with other work and shall plan work that it integrates with other work performed.

16. MATERIAL AND WORKMANSHIP

- a) The equipment shall be offered complete in all respects, including all standard accessories normally offered by manufactures, all of which shall be specified in detail.
- b) The equipment, as made and supplied, shall be complete in every respect, of modern design, using the most advanced proven technology extensively supported by reputable local companies, and be built to good engineering practices.
- c) All equipment shall be adequately protected against damage and contamination during shipping, transport and storage.

17. GENERAL REQUIREMENTS

Operation will be in the following conditions:

Altitude	Sea level
Ambient temperature	-10°C to 45°C
Relative humidity	50% to 100%
Atmosphere	Heavy saline

- a) Tenderers shall indicate clause-by-clause either that they comply in every respect with the specific requirements, or if not, exactly how it differs.

18. DEFINITIONS AND ABBREVIATIONS

CLIENT	Transnet Property Durban
TECHNICAL MANAGER	Technical Manager, Transnet Property Kwa-Zulu Natal
PROJECT MANAGER	Project Manager, Transnet Property Kwa-Zulu Natal
CONTRACTOR	Contractor appointed under this specification document
SABS	South African Bureau of Standards
SANS	South African National Standard
ISO	International Organisation for Standardisation

19. GENERAL

- a) The successful tenderer will be subjected to a workshop inspection by Transnet Property, to ensure that the facilities are to the satisfaction of Transnet Property and comply with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations.

20. SITE ESTABLISHMENT

- a) The contractor shall be solely responsible for safety of his staff and for providing security to safeguard his works and material on site, until such a time.
- b) The contractor shall be required to attend site meetings when convened by the Project Manager, Technical Manager or Technical Officer controlling the contract.
- c) The contractor will be responsible for any damages caused by his staff to the building and civil works on site.

21. PENALTY CLAUSE

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- a) On receipt of a Task Order the Contractor must confer with the Technical Manager who will advise him of the period which will be allowed, this will include a start and finish date. This period will be confirmed by the Technical Manager in writing and any delay to the completion period will result in penalties of 2.5 % of the Purchase Order value being applied per day.

NB: Tenderer must report any defects in writing on service report, which must be handed in with invoice.

MAINTENANCE SCHEDULE

Maintenance Schedule for Domestic type units: Mid Wall Units			
Description of task			
Frequency:	Every	Time:	Comments
months	6		
Inspect the evaporator coil for dirt, if dirty clean with an environmentally friendly chemical.			
Clean and / or replace filter.			
Inspect filter frame and front grill for air by-pass.			
Inspect drum fan for dirt if dirty brush out or vacuum dirt.			
Inspect unit for functionality. Test operation of cooling and heating cycles or functions. If of the heat pump type of unit check 3-way valve operation.			
Inspect condenser / condensing unit if of the split type of unit. Inspect condenser coil for dirt, clean with an environmentally friendly chemical and wash down/hose with water. Check condenser fan and fan impellers for functionality.			
Inspect unit for any vibration, loose bolts, nuts, any wear and fatigued on parts. Inspect all bearings and bushes on all motors. Lubricate all motor bearings / bushes as prescribed by the manufacturer.			
Inspect all fan impellers for any dirt and debris build-up. If any remove unit and clean, also Inspect all fan motor impellers for any wear, vibration and corrosion. If any corrosion, strip sand down and clean. Apply anti rust treatment and repaint.			
Inspect unit (indoor and outdoor) for any condensation water build-up and blocked drains. If any clean out drip trays and drainpipes. Check for organic growth if any treat with chemicals. Check condensation lift pump for functionality.			
Inspect and test unit for any refrigerant leaks. If any report to Technical Officer in writing.			
Inspect and check complete unit electrically for any defects and loose connections, inspect pc board, brush of dust and spray PC board with anti-corrosive lubricant.			
Calibrate and set all controls as per manufacturers design conditions.			
Inspect unit (indoor and outdoor) frame and outer box for any corrosion, wear, fatigue. If any strip sand down and clean. Apply anti rust treatment and repaint.			
On completion of service ensure all tools, equipment and dirt is removed from the office/site.			
Inspection report detailing work done and faults identified with the unit to be submitted upon completion of servicing of unit.			

SERVICE REPORT FOR UNIT TYPE AIR-CONDITIONING UNITS

Building location: _____ Asset no.: _____

Date: _____

Room No.: _____

Type of unit: _____ Make of unit: _____

Size of unit: _____ BTU's

Serial No.: _____

Service report:

Condition of unit: _____

Company Name: _____

Service Technician: _____

Date: _____

Tenants Name: _____

Tenant signature: _____

Date: _____

VERIFICATION OF COMPLIANCE TO THE SCOPE OF WORK

ITS IS MANDATORY FOR ALL THE SUPPLIERS/BIDDERS TO COMPLETE THIS FORM. AN INCOMPLETE FORM WILL RESULT IN DISQUALIFICATION.

No.	Heading/Subsection	Comply			Comment
		Yes	No	N/A	
1.	Introduction				
2	Site inspection				
4	Technical requirements				
6.	Specific requirements				
9.	Guarantee				
15	Scope of work- maintenance, repair, replacement and breakdown of domestic aircon units				
17	Environmental Constraints and Management				
18.	Health and Safety requirements				
20.	Material and workmanship				
25.	Penalty clause				
26.	Maintenance schedule				

TENDERERS: PLEASE NOTE THAT YOUR TENDER WILL BE REJECTED IF ANY OF THE ABOVE ITEMS ARE OMITTED OR NOT FILLED.

ANNEXURE A: CLAUSE-BY-CLAUSE COMPLIANCE SCHEDULE

The compliance response is to contain ONLY the following statements, "Comply", or "Do not comply".

If the offered product comply with all the Specifications required, the bidder to indicate/insert "Comply" on the "Compliance Response" column.

Where a bidder has indicated/inserted "Do not comply" on the "Compliance Response" column, the bidder must explain the reason for the deviation/non-compliance.

Failure to submit and duly complete this form and fully comply with the requirements below will result in the respondent's disqualification

Specification	Compliance response	Comments
Transnet's expected supply and installation of new aircons must be within 5 days from date of purchase order. Please indicate if your company can supply and install the aircons before or on the expected delivery dates or indicate your soonest date.		
Specification	Compliance response	Comments
<u>Air conditioner specification</u>		
12 000 BTU/hr Inverter midwall Split Air conditioner.		
24 000 BTU/hr Inverter midwall Split Air conditioner.		
30 000 BTU/hr Inverter midwall Split Air conditioner.		
Full high density filter		
Fast cooling		
Auto clean Function		
Auto swing louver		

Display on/off		
Indoor temperature display		
Room Temperature sensor		
Under/Over voltage protection		
Timer function		
Gas R410A		
Cooling, heating and fan modes (at least)		
Dehumidification mode		
5 Speed Fan control		
Low noise		
Dust Filter		
Anti- corrosion fins on outdoor unit.		
The air-conditioning unit must be of the inverter type and must be at least 40% more energy efficient than conventional type air-conditioning units.		
Specification	Compliance response	Comments
The air-conditioning unit must operate at a steady temperature fluctuation, as soon as the desired temperature is reached it must finely adjust to cope with any changes resulting in less temperature fluctuations.		
The air-conditioning unit must be able to reach the desired air temperature at least 15% faster for cooling		

and 50% faster for heating.		
After reaching the desired set temperature the air-conditioning unit must change its mode to economic mode, by avoiding inefficient and frequent switching of the compressor.		
The air-conditioning unit must be able to provide sufficient cooling even with outside temperatures of up to 50°C and to provide sufficient heating with outside temperatures of as low as -20°C.		
The evaporator coil and filter must be able to trap microscopic dust particles, be able to kill fungi and to remove unpleasant odours.		
The air-conditioning units must have a 12 month warranty period on all components and a 5 year warranty on the compressor.		
Contractor to supply brochure of units being supplied and highlight all of the above mentioned spec.		

C4.1 REQUIREMENTS ON SITE

- a) The Service Provider must make his/her own arrangements for electrical power and water supplies, from the nearest Transnet outlet to the work site.
- b) The Service Provider must provide all necessary Labour, material, tools, plant and transport to carry out the service.
- c) The work must be completed to the satisfaction of the Technical Manager and the work site must be always left in a clean and tidy state.
- d) Where available, only materials that have the S.A.B.S. stamp of approval must be used.
- e) The Service Provider must not turn off any Electrical or water supply without obtaining permission from the Technical Manager or Technical Officer.
- f) The Service Provider must be in possession of or have immediate access to a cellular phone and an email address.
- g) When required to service an air-conditioning unit, the Service Provider must carry out the maintenance strictly in accordance with the maintenance schedule the attached maintenance service report document must complete and handed in with the invoice. A report must be filled in for each unit separately. Failure to complete the service reports means failure to complete the service. No invoice will be paid if services are outstanding.

9. MAIN AREA OF OPERATION

- a) The service site is the Durban Logistic Hub located in Isipingo (OLD DURBAN INTERNATIONAL AIRPORT)