

Transnet Rail Infrastructure Manager

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REF No. TFR/2025/05/0009/97240/RFP

REQUEST FOR PROPOSAL (RFP)

FOR THE: DESIGN, SUPPLY, INSTALLATION, PRE-TESTING AND FAULT FINDING OF VARIOUS ASSOCIATED EQUIPMENT AT QUAIL, PIETERS AND PEPWORTH 3KV DC TRACTION SUBSTATIONS UNDER THE CONTROL OF DEPOT ENGINEER.

RFQ NUMBER	: HOAC DNR 53301
ISSUE DATE	: 29 May 2025
COMPULSORY BRIEFING	: 06 June 2025
CLOSING DATE	: 13 June 2025
CLOSING TIME	: 10h00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date (29/08/2025)

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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	DESIGN, SUPPLY, INSTALLATION, PRE-TESTING AND FAULT FINDING OF VARIOUS ASSOCIATED EQUIPMENT AT QUAIL, PIETERS AND PEPWORTH 3KV DC TRACTION SUBSTATIONS UNDER THE CONTROL OF DEPOT ENGINEER.
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 online on TEAMS on 06 June 2025, at 10:00am [10 O'clock] for a period of one + - (1) hour.</p> <p>Microsoft Teams Need help?</p> <p>Join the meeting now</p> <p>Meeting ID: 365 108 752 585 0</p> <p>Passcode: Ls9bu7nr</p> <p>Dial in by phone</p> <p>+27 21 835 5059, 449638286# South Africa, Cape Town</p> <p>Find a local number</p> <p>Phone conference ID: 449 638 286#</p> <p>Join on a video conferencing device</p> <p>Tenant key: teams@transnet.onpexip.com</p> <p>Video ID: 128 829 880 1</p> <p>The second session for site visit will take place on 06 June 2025 immediately after tender clarification meeting. The meeting point will be at Ladysmith station, Depot engineer infra building (boardroom) Corner Iyell and Alexandra Ladysmith 3370</p>
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	<p>[Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 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 T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's Representative</i>.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>13 June 2025 at 10:00am</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system.</p> <p>If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb 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.
- 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 T2.2-13 [**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) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity Schedule

	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:	Procurement Officer
	Name:	Thembinkosi Ngcobo
	Address:	151 South Coast Road, Loliwe House Bayhead, Durban 4001
	Tel No.	031 361 4023
	E – mail	Thembinkosi. Ngcobo@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7	
	<i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i>	
	2. Stage Two - Eligibility in terms of the Construction Industry Development Board:	
	a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 8EP or higher class of construction work, are eligible to have their tenders evaluated.	
	b) Joint Venture (JV) Joint ventures are eligible to submit tenders subject to the following: <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; 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 8EP 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. 	

3. Stage Three - Functionality:

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

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

Any tenderer that fails to meet the stipulated eligibility 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 package are as follows:

Identification details: The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number:
- The Tender Description

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: **10:00am** on the **13 June 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.
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- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
 3. A valid CIDB CRS Number to be used to verify the CIDB registration and status 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:

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-02 Programme Programme of works/Work plan - The tenderer shall submit realist work plan/Gantt chart, showing all the project activities and milestones when executing the entire scope of works. Completion is to be achieved no later than 6 months, from the day of award.	No work plan submitted.	0	20
	for a tenderer that submits a detailed work plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan and overall activities duration of 8 months or more, but less than 9 months.	20	
	for a tenderer that submits a detailed work plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan and overall activities duration of 7 months or more, but less than 8 months.	40	
	for a tenderer that submits a detailed work plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan and overall activities duration 6 months or more, but less than 7 months.	60	
	for a tenderer that submits a detailed work plan - showing all activities & milestones, required resources/equipment/skills,	80	

	indicating sub-contractors/suppliers of major equipment & quality management plan and overall activities duration of more than 5 months, but less than 6 months.		
	tenderer that submits a detailed work plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan and overall activities duration of 5 months or less.	100	
Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03 Previous experience Previous experience in executing similar scope of work - Proven track record in Design, Supply and Installation of all indoor, outdoor equipment, transformer refurbishment and Associated equipment in 3KV DC traction substations. The tenderer shall submit 4 Award letters, and/or, Purchase Orders and/or, previous Contracts, for similar scope of work executing 3 kV DC substation.	No submission	0	20
	for a tenderer that submits 1 Award letter and/or, Purchase Order and/or, Previous contract & its completion certificate.	20	
	for a tenderer that submits 2 Award letter and/or, Purchase Order and/or, Previous contract & its completion certificates.	40	
	for a tenderer that submits 3 Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates.	60	
	for a tenderer that submits 4 Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates.	80	
	for a tenderer that submits 5 Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates.	100	

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-04 Previous experience (Environmental Rehabilitation)	No submission	0	10
	for a tenderer that submits 1 Award letter and/or, Purchase Order and/or, Previous contract & its completion certificate.	20	
	for a tenderer that submits 2 Award letter and/or, Purchase Order and/or, Previous contract & its completion certificates.	40	
	for a tenderer that submits 3 Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates.	60	
	for a tenderer that submits 4 Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates.	80	
	for a tenderer that submits 5 Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates.	100	
Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-05 Management & CV's of Key Personnel - Qualifications/Personnel required minimum of: 4 x Electricians (Trade Test and C-Green) 2 x Engineers/Technicians (BSc/BEng/NDip)	No submission or for a tenderer that submits a project organogram management and CVs that excludes any of the above personnel.	0	25
	for a tenderer that submits a project organogram and CVs of: 1 x Electricians (Trade Test and C-Green)	20	

1 x Pr. Eng / Pr.Tech (Valid ECSA Accreditation) 1 x Project Manager (NDip or Bachelors Degree in PM) 2 x First Aiders (Level 1 First Aid Certificate)	1 x Engineers/Technicians (BSc/BEng/NDip) 1 x Pr. Eng / Pr.Tech (ECSA Accreditation) 1 x Project Manager (NDip or Bachelors Degree in PM) 1 x First Aiders (Level 1 First Aid Certificate)		
	for a tenderer that submits a project organogram and CVs of: 2 x Electricians (Trade Test and C-Green) 1 x Engineers/Technicians (BSc/BEng/NDip) 1 x Pr. Eng / Pr.Tech (ECSA Accreditation) 1 x Project Manager (NDip or Bachelors Degree in PM) 2 x First Aiders (Level 1 First Aid Certificate)	40	
	for a tenderer that submits a project organogram and CVs of: 3 x Electricians (Trade Test and C-Green) 2 x Engineers/Technicians (BSc/BEng/NDip) 1 x Pr. Eng / Pr.Tech (ECSA Accreditation) 1 x Project Manager (NDip or Bachelors Degree in PM) 2 x First Aiders (Level 1 First Aid Certificate)	60	
	for a tenderer that submits a project organogram and CVs of: 4 x Electricians (Trade Test and C-Green) 2 x Engineers/Technicians (BSc/BEng/NDip) 1 x Pr. Eng / Pr.Tech (ECSA Accreditation) 1 x Project Manager (NDip or Bachelors Degree in PM) 2 x First Aiders (Level 1 First Aid Certificate)	80	

	for a tenderer that submits a project organogram and CVs of: 4 x Electricians (Trade Test and C-Green) 3 x Engineers/Technicians (BSc/BEng/NDip) 1 x Pr. Eng / Pr.Tech (ECSA Accreditation) 2 x Project Manager (NDip or Bachelors Degree in PM) 2 x First Aiders (Level 1 First Aid Certificate)	100	
Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-06 Method Statement The tenderer shall submit a method statement for the specified scope of works.	The tenderer has submitted no information. (39% and below)	0	25
	The contractor did not understand or include certain aspects of the scope and submitted 20% criteria as per the project requirements.	20	
	The contractor did not understand or include certain aspects of the scope and submitted 40% criteria as per the project requirements.	40	
	The approach only covered 60% criteria's and not tailored to cover all project objectives.	60	
	The approach is specifically tailored to address the specific project objectives and requirements and is sufficient and flexible to accommodate changes that may occur during execution and has covered 80% of the above requirements.	80	
	All items have been covered in detail on the methodology and the contractor has a thorough understanding of the project requirements.	100	

Maximum possible score for Functionality		100
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Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-02 Programme
- T2.2-03 Previous Experience
- T2.2-04 Previous experience (Environmental Rehabilitation)
- T2.2-05 Management & VCs of Key Personnel
- T2.2-06 Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations.

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

Thresholds	Minimum Threshold
Functionality	70

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
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 (90/10)
B-BBEE Level of contributor (1 or 2)	4
Entities that are at least 30% Black Woman Owned	2
Local Content and Production <ul style="list-style-type: none"> Electrical cables designated at 90% Steel products designated at 100% Transformers and associated equipment designated at 90% Transformer oil designated at 100% Fully completed, declared, and signed LC Annexures C, D and E score full 4 points (1 point per sector) Incomplete, submitted blank or not submitted LC Annexures score zero points	4

Non-Compliant and/or B-BBEE Level 3-8 contributors	0
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The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Local Content and Local Production	Returnable Local Content and production Annexures

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	90/10
B-BBEE Level of contributor (1 or 2)	4
Entities that are at least 30% Black Woman Owned	2
Local Content and Production <ul style="list-style-type: none"> Electrical cables designated at 90% Steel products designated at 100% Transformers and associated equipment designated at 90% Transformer oil designated at 100% Fully completed, declared, and signed LC Annexures C, D and E score full 4 points (1 point per sector) Incomplete, submitted blank or not submitted LC Annexures score zero points	4
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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

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

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2-01 Certificate of attendance at Compulsory Tender Clarification Meeting

2.1.2 Required documents: These schedules will be utilised for evaluation purposes:

T2.2-02: Programme

T2.2-03: Previous Experience

T2.2-04 Previous experience (Environmental Rehabilitation)

T2.2-05 Management & VCs of Key Personnel

T2.2-06 Method Statement

2.1.3 Returnable Schedules:

General:

T2.2-07: Authority to submit tender

T2.2-08: Record of addenda to tender documents

T2.2-09: Letter of Good Standing

T2.2-10: Availability of equipment and other resources

Agreement and Commitment by Tenderer:

T2.2-11: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

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

ANNEX G Compulsory Enterprise Questionnaire

Job-Creation Schedule

SECTION : SBD 5 (NIPP)

T2.2-12: Non-Disclosure Agreement

T2.2-13: RFQ – Breach of Law

T2.2-14: Certificate of Acquaintance with Tender Document

T2.2-15: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-16: Schedule of proposed Subcontractors

T2.2-17: Capacity and Ability to meet Delivery Schedule

T2.2-18: Risk Elements

T2.2-19: Site Establishment requirements

T2.2-20: Health and Safety Questionnaire

T2.2-21: RFQ Declaration Form

T2.2-22: Supplier Code of Conduct

T2.2-23: Service Provider Integrity Pact

1.3.2 Insurance:

T2.2-24: Insurance provided by the Contractor

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

2.3 C1.2 Contract Data Part 2 (Data by the contractor)

2.4 C2.2 Activity Schedule

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the **compulsory** tender clarification meeting

Held at:	At Ladysmith station, Depot engineer infra building (boardroom) Corner Iyell and Alexandra Ladysmith 3370	
On (date)	06 June 2025	Starting time: 10:00am

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02: Evaluation Schedule: Programme

Note to tenderers:

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Primavera or any other compatible software.

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme, at a minimum showing but not limited to the following:

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

Programme of works/Work plan - The tenderer shall submit realist work plan/Gantt chart, showing all the project activities and milestones when executing the entire scope of works. Completion is to be achieved no later than 6 months, from the day of award. Design Supply and Installation of all indoor, outdoor equipment, transformer refurbishment and rehabilitation of transformer oil spillage on the ground at Quail, Pepworth and Pieters 3KV Substation Under the Control Of Depot Engineer, Ladysmith

Program Scoring 20

DESCRIPTION AND EVALAUTION REQUIREMENT	POINT SCORE
No work plan submitted.	0
for a tenderer that submits a detailed work plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan and overall activities duration of 8 months or more, but less than 9 months.	20
for a tenderer that submits a detailed work plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan and overall activities duration of 7 months or more, but less than 8 months.	40
for a tenderer that submits a detailed work plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan and overall activities duration 6 months or more, but less than 7 months.	60

for a tenderer that submits a detailed work plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan and overall activities duration of more than 5 months, but less than 6 months.	80
tenderer that submits a detailed work plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan and overall activities duration of 5 months or less.	100

Attachment A: Electronic Copy of Programme

Attachment B: Hard Copy of Programme

T2.2-03: Evaluation Schedule: Previous Experience

Note to tenderers:

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

- Work Experience with respect to specific aspects of the project/ Comparable projects. Greater weight should be given to project of a similar nature for the last 5 years.
- (Bidders must submit copies of contracts/award letters/completion certificates purchase orders. The Employer reserves the right to verify these) Executed project of similar scope
- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:
 - Construction work
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

Previous Work Experience with respect to specific aspects of the project/ Comparable projects. Greater weight should be given to projects of a similar nature. The tenderer to list previous experience with written references, purchase orders or completion certificates to support the list. Experience must be specific to the type of the project the company is intending to tender for. The tenderer must show detailed involvement and value of their work done.

Previous experience in executing similar scope of work - Proven track record in Design, Supply and Installation of all indoor, outdoor equipment, transformer refurbishment and Associated equipment in 3KV DC traction substations. The tenderer shall submit 4 Award letters, and/or, Purchase Orders and/or, previous Contracts, for similar scope of work executing 3 kV DC substation.

Previous Experience Scoring 20

DESCRIPTION AND EVALAUTION REQUIREMENT	POINT SCORE
No submission	0
for a tenderer that submits 1 Award letter and/or, Purchase Order and/or, Previous contract & its completion certificate.	20
for a tenderer that submits 2 Award letter and/or, Purchase Order and/or, Previous contract & its completion certificates.	40

for a tenderer that submits 3 Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates.	60
for a tenderer that submits 4 Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates.	80
for a tenderer that submits 5 Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates.	100

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

T2.2-04: Evaluation Schedule: Previous Experience

(Environmental Rehabilitation)

Note to tenderers:

Work Experience with respect to specific aspects of the projects/Comparable projects by the bidder. Greater weight should be given to projects of a similar nature the Bidder/s has completed.

Tenderers are required to list proof of their previous experience for similar statement of work. This can be in the form of written references or completion certificates.

Proof should reflect company name, contact person and value of work completed.

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

Scoring For Previous Experience: 10

DESCRIPTION AND REQUIREMENT FOR EVALUATION	POINT SCORING
No submission	0
for a tenderer that submits 1 Award letter and/or, Purchase Order and/or, Previous contract & its completion certificate.	20
for a tenderer that submits 2 Award letter and/or, Purchase Order and/or, Previous contract & its completion certificates.	40
for a tenderer that submits 3 Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates.	60
for a tenderer that submits 4 Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates.	80
for a tenderer that submits 5 Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates.	100

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
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5	
6	
7	

T2.2-05: Evaluation Schedule: Project Organogram, Management & CV's

Submit the following documents as a minimum with your tender document:

1. A comprehensive and detailed organogram that shows the structure and composition of their management structure involved in the *works*, inclusive of the key staff/professionals, identified in the Contract Data Part two.

1.Detailed CV's providing the following:

The roles and responsibilities for the works of each resource should be clearly stated. Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the works. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached. South African building & construction qualification for contract manager and supervisor.

2.Site Management resources should include at least, amongst others: Cross Functional Sourcing Team to edit as resources differ from package to package.

3.Project and Contracts Manager should have a relevant qualification and must have experience in the Civil/ /Building Construction Projects. The Project/Contracts Manager and supervisor must have experience working with the NEC3 Engineering and Construction Contract.

4.Construction Manager should at least have a relevant qualification in Engineering and must have experience in Civil/ /Building Construction Projects. The Construction Manager must have experience working with the NEC3 Engineering and Construction Contract.

5.Health & Safety Officer should have valid professional registration with SACPCMP as a Construction Health & Safety Officer.

Quality officer should have a have a relevant qualification and experience on a project of a similar nature.

The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

Key Person Role	Name of Resource
Project/ Contracts Manager	
Construction Manager	
Project Planner	
Health and Safety Manager	
Health and Safety Officer	
Quality Officer	

Project Organogram, Management & CV's of Key Personnel - Qualifications/Personnel required minimum of:

Management & VCs of Key Personnel -Qualifications/Personnel required minimum of:

- 4 x Electricians (Trade Test and C-Green)**
- 2 x Engineers/Technicians (BSc/BEng/NDip)**
- 1 x Pr. Eng / Pr.Tech (Valid ECSA Accreditation)**
- 1 x Project Manager (NDip or Bachelors Degree in PM)**
- 2 x First Aiders (Level 1 First Aid Certificate)**

Project Organogram, Management & CV's of Key Personnel Scoring 25

DESCRIPTION AND EVALUATION REQUIREMENTS	SCORING
No submission or for a tenderer that submits a project organogram management and CVs that excludes any of the above personnel.	0
for a tenderer that submits a project organogram and CVs of: 1 x Electricians (Trade Test and C-Green) 1 x Engineers/Technicians (BSc/BEng/NDip) 1 x Pr. Eng / Pr.Tech (ECSA Accreditation) 1 x Project Manager (NDip or Bachelors Degree in PM) 1 x First Aiders (Level 1 First Aid Certificate)	20

for a tenderer that submits a project organogram and CVs of: 2 x Electricians (Trade Test and C-Green) 1 x Engineers/Technicians (BSc/BEng/NDip) 1 x Pr. Eng / Pr.Tech (ECSA Accreditation) 1 x Project Manager (NDip or Bachelors Degree in PM) 2 x First Aiders (Level 1 First Aid Certificate)	40
for a tenderer that submits a project organogram and CVs of: 3 x Electricians (Trade Test and C-Green) 2 x Engineers/Technicians (BSc/BEng/NDip) 1 x Pr. Eng / Pr.Tech (ECSA Accreditation) 1 x Project Manager (NDip or Bachelors Degree in PM) 2 x First Aiders (Level 1 First Aid Certificate)	60
for a tenderer that submits a project organogram and CVs of: 4 x Electricians (Trade Test and C-Green) 2 x Engineers/Technicians (BSc/BEng/NDip) 1 x Pr. Eng / Pr.Tech (ECSA Accreditation) 1 x Project Manager (NDip or Bachelors Degree in PM) 2 x First Aiders (Level 1 First Aid Certificate)	80
for a tenderer that submits a project organogram and CVs of: 4 x Electricians (Trade Test and C-Green) 3 x Engineers/Technicians (BSc/BEng/NDip) 1 x Pr. Eng / Pr.Tech (ECSA Accreditation) 2 x Project Manager (NDip or Bachelors Degree in PM) 2 x First Aiders (Level 1 First Aid Certificate)	100

T2.2-06: Evaluation Schedule: Method Statement

Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the methodology that will be employed to cover the scope of the project.

The Bidder/s must submit the method statement covering the following Quality assurance, safe execution of duties. This document should detail the way each activity or process is to be completed. The method statement should also outline the hazards involved and include a step by step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety everyone who will be affected by the project activities.

The method statement cannot be used as safety plan but technical approach and methodology on the actual work execution. The company special and practical knowledge in business services is required.

In addition to general methodology for the project please provide specific information for the following points:

1. Installation of electrical equipment
2. Installation of instrumentation
3. Testing and Commissioning procedure

The tenderer shall submit a method statement for the specified scope of works.

Method Statement Evaluation Score: 25

DESCRIPTION AND REQUIREMENT FOR EVALAUTION	POINT SCORE
The tenderer has submitted no information. (39% and below)	0
The contractor did not understand or include certain aspects of the scope and submitted 20% criteria as per the project requirements.	20
The contractor did not understand or include certain aspects of the scope and submitted 40% criteria as per the project requirements.	40
The approach only covered 60% criteria's and not tailored to cover all project objectives.	60
The approach is specifically tailored to address the specific project objectives and requirements and is sufficient and flexible to accommodate changes that may occur during execution and has covered 80% of the above requirements.	80
All items have been covered in detail on the methodology and the contractor has a thorough understanding of the project requirements.	100

T2.2-07: 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

T2.2-08: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-09 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: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached 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 exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 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	90/10
B-BBEE Level of contributor (1 or 2)	4
Entities that are at least 30% Black Woman Owned	2
Local Content and Production <ul style="list-style-type: none"> • Electrical cables designated at 90% • Steel products designated at 100% • Transformers and associated equipment designated at 90% • Transformer oil designated at 100% Fully completed, declared, and signed LC Annexures C, D and E score full 4 points (1 point per sector)	4

Incomplete, submitted blank or not submitted LC Annexures score zero points	
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

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

currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:
90/10

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

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	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Local Content and Local Production	Returnable Local Content and production Annexures

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

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

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

5. BID DECLARATION

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

- ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional Supplier/Service provider
 - ☐ Other Suppliers/Service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

- (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

T2.2-12 NON-DISCLOSURE AGREEMENT

[May 2025]

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-13: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-14 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

T2.2-15 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 (insert name of Tenderer/Contractor.....) 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 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	
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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: _____

.....(Pty) Ltd
(Operator)

Authorised signatory for and on behalf of(Pty) Ltd
who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-16: 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"/>

T2.2-17: 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:

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

Index of documentation attached to this schedule:

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

T2.2-20: Health and Safety Questionnaire

1. SAFE WORK PERFORMANCE																			
1A. Injury Experience / Historical Performance - Alberta																			
Use the previous three years injury and illness records to complete the following:																			
Year																			
Number of medical treatment cases																			
Number of restricted work day cases																			
Number of lost time injury cases																			
Number of fatal injuries																			
Total recordable frequency																			
Lost time injury frequency																			
Number of worker manhours																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table>				1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician	2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties	3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day	4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours	5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours						
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1B. Workers' Compensation Experience																			
Use the previous three years injury and illness records to complete the following (if applicable):																			
Industry Code:		Industry Classification:																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Year</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Industry Rate</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contractor Rate</td> <td></td> <td></td> <td></td> </tr> <tr> <td>% Discount or Surcharge</td> <td></td> <td></td> <td></td> </tr> </table>				Year				Industry Rate				Contractor Rate				% Discount or Surcharge			
Year																			
Industry Rate																			
Contractor Rate																			
% Discount or Surcharge																			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No																	
2. CITATIONS																			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:																		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:																		

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. _____ Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual?

☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

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

5. TRAINING PROGRAM

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

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

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

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

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

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

6. SAFETY ACTIVITIES

Do you conduct safety inspections?

Yes No Weekly Monthly Quarterly

☐ ☐ ☐ ☐ ☐

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

Who follows up on inspection action items? _____

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

Yes No Daily Weekly Biweekly

☐ ☐ ☐ ☐ ☐

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

Yes No Weekly Biweekly Monthly

☐ ☐ ☐ ☐ ☐

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

Is the process documented? ☐ Yes ☐ No

Who leads the discussion? _____

Do you have a hazard assessment process? ☐ Yes ☐ No

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

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

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

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

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

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

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

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

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

7D Does your company track non-injury incidents?

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

8 PERSONNEL

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

Name	Position/Title	Designation

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

Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

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

Name and Company	Address	Phone Number

1.1 Tenderer SHE Management System Questionnaire

This questionnaire forms part of the TFR tender evaluation process. It must be completed by all Tenderer's and submitted with their tender offer. The tenderer Health and Safety (SHE) Plan must also be submitted. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tenderer warrants that the information provided below is accurate and correct. **TFR may verify the accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Transnet Rail Infrastructure Manager Tender Number: HOAC DNR 53301 Description of the Works: Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer		
Tender Number: HOAC DNR 53301		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy <i>(Response with proof =2 points & No Response =0 points)</i> Total 2 point		
- Is there a written company SHE policy? - If yes provide a copy of the policy		
2. SHE Management <i>(Response with proof =2 points & No Response =0 points)</i> Total 2 point		
- Does the company have an independently audited or accredited SHE Management system e.g NOSA, OHSAS, IRCA System etc - If yes provide details or copy of accreditation		
3. SHE Organogram <i>(Response with proof =2 points & No Response =0 points)</i> Total 2 point		
- Is there a company organogram indicating key SHE personnel? - If yes provide a copy		
4. Letter of good standing with COID <i>(Response with proof =2 points & No Response =0 points)</i> Total 2 point		

- Is company registered with the Compensation Commissioner under the COID Act and up to date? - If yes provide proof of letter of good standing		
5. SHE Cost <i>(Response with proof =2 points & No Response =0 points)</i> Total 2 point		
- Has the tenderer made provision for the cost of safety in the tender price? If yes provide evidence		
6. Training Records <i>(Response with proof =2 points & No Response =0 points)</i> Total 2 point		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
7. Health and Safety Plan (SHE Plan) Are the following arrangements included and adequately addressed in the Health and Safety Plan: <i>(Response with proof =2 points & No Response =0 points) Total 36 point</i>		
- Are SHE responsibilities clearly identified for all levels of Management and employees? - If yes provide details		
- Are Risk Assessments conducted and appropriate techniques used? - If yes provide details or copy of procedure		
- Are safe operating procedures or specific safety instructions relevant to its operations available? - If yes provide a summary listing of procedures or instructions		
- Description on how health and safety training is conducted in your company: -If yes provide details		
- Health and safety inspections at worksites undertaken? -If yes provide details		
- Health and Safety Communication i.e Safety talks, incident recalls? - If yes provide details		
- Workplace SHE Committee? - If yes provide details		

- Appointment of SHE Representatives? - If yes provide details		
- SHE Incident Reporting and Investigation? - If yes provide details		
- Provision of Personal Protective Equipment (PPE)? - If yes provide details		
- Emergency Planning? - If yes provide details		
- Fall Protection? - If yes provide details		
- Project Security? - If yes provide details		
- Medical Surveillance? - If yes provide details		
- Substance abuse policy/procedure/testing? - If yes provide details		
- Selection, Procurement and management of Subcontractors? - If yes provide details		
- Operational Safety? - If yes provide details		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details		
8. Health and Safety Violations (<i>Response with proof =2 points & No Response =0 points</i>) Total 2 point		
- Has the company been fined or convicted of an occupational health and safety offence? - If yes provide details		

Safety Performance Report**Monthly DIFR for previous months**

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR calculated over 12 months
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

Signed (Tenderer)

Signed

Date

Name

Position

Tenderer

T2.2-21: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-15 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-22: 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 Resolution from Board of Directors) *(insert name of Company)*

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

Signed this on day _____ at _____

Signature

T2.2-22 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

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

T2.2-24: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

ANNEXURE D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	HOAC DNR 53301	Note: VAT to be excluded from all calculations
(D2)	Tender description:	RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.	
(D3)	Designated Products:	Steel power pylons designated at 100%	
(D4)	Tender Authority:	TRANSNET FREIGHT RAIL	
(D5)	Tendering Entity name:		
(D6)	Tender Exchange Rate:	Pula	EU R 9,00 GBP R 12,00

A. Exempted imported content

				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

B. Imported directly by the Tenderer

				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content					
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

D. Other foreign currency payments

			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer

Date:

ANNEXURE C

Local Content Declaration - Summary Schedule

(C1) Tender No.

(C2) Tender description:

(C3) Designated product(s)

(C4) Tender Authority:

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

(C7) Specified local content %

HOAC DNR 53301

RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.

Steel power pylons designated at 100%

TRANSNET FREIGHT RAIL

PulaEUGBP

Steel power pylons designated at 100%

Calculation of local content

Tender item no's	List of Items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
1	Supply and install indoor earthing						
2	Supply and install outdoor earthing						
3	Supply and install two extractor fans including cables and two outward opening lockable steel extraction/ventilation doors. BBB5452 Ver 7						
4	Supply and install 1m by 1.2m non-see-through window with steel burglar guards.						
5	Supply and install Anti-Climb Clear-Vu Electric Security Lockable with Razer Fence. BBH 4465 Diameters: 84x38 and 2 x sliding gates.						
6	Supply Metal Chequer plates in accordance with Transnet Freight Rail specification BBB 5452 version 7.						
7	Supply and install steel standard doors for office and battery room, and two standard wooden doors and 1 window.						
8	Supply and install safety and burglar doors-Double opening steel door 2.4m by 3m						
9	fencing of Auxiliary transformer.						
10	Supply and install safety and burglar doors. Double opening steel door 2.4m by 3m (Garage door)						

Signature of tenderer

Date:

ANNEXURE D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	HOAC DNR 53301	Note: VAT to be excluded from all calculations
(D2) Tender description:	RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.	
(D3) Designated Products:	Steel power pylons designated at 100%	
(D4) Tender Authority:	TRANSNET FREIGHT RAIL	
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	Pula	EU R 9,00 GBP R 12,00

A. Exempted imported content

				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

B. Imported directly by the Tenderer

				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content					
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

D. Other foreign currency payments

			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)

Tender No.

HOAC DNR 53301

(E2)

Tender description:

RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.

Note: VAT to be excluded from all calculations

(E3)

Designated products:

Steel power pylons designated at 100%

(E4)

Tender Authority:

TRANSNET FREIGHT RAIL

(E5)

Tendering Entity name:

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
1	Supply and install indoor earthing		
2	Supply Metal Chequer plates in accordance with Transnet Freight Rail specification BBB 5452 version 7.		
3	Supply and Install steel standard doors for office and battery room, and two standard wooden doors and 1 window.		
4	Supply and install safety and burglar doors-Double opening steel door 2.4m by 3m		
5	Supply and install two extractor fans including cables and two outward opening lockable steel extraction/ventilation doors. BBB5452 Ver 7		
6	Supply and install 1m by 1.2m non-see-through window with steel burglar guards.		
7	Supply and install Anti-Climb Clear-Vu Electric Security Lockable with Razer Fence. BBH 4465 Diameters: 84x38 and 2 x sliding gates.		
8	Supply and install outdoor earthing		
9	fencing of Auxiliary transformer.		
10	Supply and install safety and burglar doors. Double opening steel door 2.4m by 3m (Garage door)		
(E9) Total local products (Goods, Services and Works)			R 0

(E10)

Manpower costs

(Tenderer's manpower cost)

R 0

(E11)

Factory overheads

(Rental, depreciation & amortisation, utility costs, consumables etc.)

R 0

(E12)

Administration overheads and mark-up

(Marketing, insurance, financing, interest etc.)

R 0

(E13) Total local content

R 0

Signature of tenderer

Date:

ANNEXURE C

Local Content Declaration - Summary Schedule

(C1)

Tender No.

HOAC DNR 53301

(C2)

Tender description:

RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.

(C3)

Designated product(s)

Electrical Cables designated at 90%

(C4)

Tender Authority:

TRANSNET FREIGHT RAIL

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

Pula

EU

GBP

(C7)

Specified local content %

Electrical Cables designated at 90%

Calculation of local content

Tender item no's	List of Items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
	Supply and install control cables for Main Current transformer. BBB0937 Ver 5.						
	Earthing Cables						
	500mmsq Unit A and B negative cables 90m with shunt. BBB5452 Ver 7						

Signature of tenderer

Date:

ANNEXURE D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	HOAC DNR 53301	Note: VAT to be excluded from all calculations
(D2)	Tender description:	RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.	
(D3)	Designated Products:	Electrical Cables designated at 90%	
(D4)	Tender Authority:	TRANSNET FREIGHT RAIL	
(D5)	Tendering Entity name:		
(D6)	Tender Exchange Rate:	Pula	EU R 9,00 GBP R 12,00

A. Exempted imported content

				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

B. Imported directly by the Tenderer

				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content					
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

D. Other foreign currency payments

			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	HOAC DNR 53301	Note: VAT to be excluded from all calculations
(E2)	Tender description:	RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.	
(E3)	Designated products:	Electrical Cables designated at 90%	
(E4)	Tender Authority:	TRANSNET FREIGHT RAIL	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
1	Supply and install control cables for Main Current transformer. BBB0937 Ver 5.		
2	Earthing Cables		
3	500mmsq Unit A and B negative cables 90m with shunt. BBB5452 Ver 7		
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

Signature of tenderer

Date: _____

ANNEXURE C

Local Content Declaration - Summary Schedule

(C3)	Tender No.	HOAC DNR 53301
(C2)	Tender description:	RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.
(C3)	Designated product(s)	Transformers designated at 90%
(C4)	Tender Authority:	TRANSNET FREIGHT RAIL
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/>
(C7)	Specified local content %	Transformers designated at 90%

		Calculation of local content					
Tender item no's	Ust of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content (per item)
1	Supply and install back up transformer (11kV/380V, 150kVA) for 380V and trench and install 90m- 3 core alu XLPE 380-400Vac cable to AC/DC panel; 40 KVA 400Vac to 400Vac Isolation transformer BBC330						
2	Supply and install a three phase 150KVA Auxiliary Transformer incl oil outside the substation with its protection system in accordance with Transnet Freight rail specification BBB 2721 ver 12.						
3	Main 88KV Transformer						
4	Supply and install a three phase 150KVA Auxiliary Transformer						
5	Supply and install traction transformer with all associated equipment in accordance with Transnet freight rail specification BBB 5019 ver 6.						
6	Supply and install Main Current transformer in accordance with Transnet freight rail specification BBB 0937 ver 5. These must be inside the main transformer.						
7	Supply and install a (11kV/380V, 150KVA) transformer and mount it on the universal mast pole outside the substation.						
8	Supply and install a 40 KVA 400Vac to 400Vac Isolation transformer BBC330 (including all associated cabling and MCBs)						

Signature of tenderer.

Date: _____

ANNEXURE D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	HOAC DNR 53301	Note: VAT to be excluded from all calculations
(D2)	Tender description:	RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.	
(D3)	Designated Products:	Transformers designated at 90%	
(D4)	Tender Authority:	TRANSNET FREIGHT RAIL	
(D5)	Tendering Entity name:		
(D6)	Tender Exchange Rate:	Pula	EU R 9,00 GBP R 12,00

A. Exempted imported content

				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

B. Imported directly by the Tenderer

				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content					
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

D. Other foreign currency payments

			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	HOAC DNR 53301	Note: VAT to be excluded from all calculations
(E2)	Tender description:	RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.	
(E3)	Designated products:	Textile clothing leather and footwear sector (PPE) designated at 100%	
(E4)	Tender Authority:	TRANSNET FREIGHT RAIL	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
1	Supply and install back up transformer (11kV/380V, 150kVA) for 380V and trench and install 90m- 3 core alu XLPE 380-400Vac cable to AC/DC panel; 40 KVA 400Vac to 400Vac Isolation transformer BBC330		
2	Supply and install a three phase 150kVA Auxiliary Transformer incl oil outside the substation with its protection system in accordance with Transnet Freight rail specification BBB 2721 ver 12.		
3	Main 88KV Transformer		
4	Supply and install a three phase 150kVA Auxiliary Transformer		
5	Supply and install traction transformer with all associated equipment in accordance with Transnet freight rail specification BBB 5019 ver 6.		
6	Supply and install Main Current transformer in accordance with Transnet freight rail specification BBB 0937 ver 5. These must be inside the main transformer.		
7	Supply and install a (11kV/380V, 150kVA) transformer and mount it on the universal mast pole outside the substation.		
8	Supply and install a 40 KVA 400Vac to 400Vac Isolation transformer BBC330 (including all associated cabling and MCBs)		
(E9) Total local products (Goods, Services and Works)			R 0

(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
(E13) Total local content			R 0

Signature of tenderer

Date: _____

ANNEXURE C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	HOAC DNR 53301
(C2)	Tender description:	RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.
(C3)	Designated product(s)	Transformer Oil designated at 100%
(C4)	Tender Authority:	TRANSNET FREIGHT RAIL
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/>
(C7)	Specified local content %	Transformer Oil designated at 100%

Calculation of local content

Tender item no's	List of Items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
	Virgin transformer oil						

Signature of tenderer

Date: _____

ANNEXURE D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	HOAC DNR 53301	Note: VAT to be excluded from all calculations
(D2)	Tender description:	RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.	
(D3)	Designated Products:	Transformer Oil designated at 100%	
(D4)	Tender Authority:	TRANSNET FREIGHT RAIL	
(D5)	Tendering Entity name:		
(D6)	Tender Exchange Rate:	Pula	EU R 9,00 GBP R 12,00

A. Exempted imported content

				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

B. Imported directly by the Tenderer

				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content					
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

D. Other foreign currency payments

			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	HOAC DNR 53301	Note: VAT to be excluded from all calculations
(E2)	Tender description:	RFP FOR THE Design, Supply and Installation of All Indoor, Outdoor Equipment, Transformer Refurbishment and Rehabilitation of Transformer Oil Spillage on The Ground At Quail, Pepworth And Pieters Substations For A Period Of Four Months.	
(E3)	Designated products:	Transformer Oil designated at 100%	
(E4)	Tender Authority:	TRANSNET FREIGHT RAIL	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased			Local suppliers	Value
	(E6)			(E7)	(E8)
1	virgin transformer oil				
(E9) Total local products (Goods, Services and Works)					R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

Signature of tenderer

Date: _____

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: Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer

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
Employer**

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	A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2: Changes in the law X7: Delay damages X18: Limitation of liability Z: Additional conditions of contract
	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 Freight Rail 151 South Coast Road Loliwe House Bayhead Durban 4001

10.1	The <i>Project Manager</i> is: (Name)	Bongiwe Kubheka
	Address	Ladysmith station Depot engineer infra building (boardroom) Corner Iyell and Alexandra Ladysmith 3370
	Tel	083 555 5910
	e-mail	Bongiwe.Kubheka@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Thabani Nkomo
	Address	Ladysmith station Depot engineer infra building (boardroom) Corner Iyell and Alexandra Ladysmith 3370
	Tel No.	033 897 2052
	e-mail	Thabani.Nkomo@transnet.net
11.2(13)	The <i>works</i> are	Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer
11.2(14)	The following matters will be included in the Risk Register	1. Railway line and running trains 2. Livestock from nearby Farm 3. Traction Substation 4. Contaminated soil due to spillages
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1. 1. Pieters- Ladysmith 2. Pepworth- Ladysmith 3. Quail- Pietermaritzburg
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	1 week

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	28 August 2025	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Submit the program	01/07/2025
		2 Induction	04/07/2025
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Whole Site Access	07/07/2025
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	1 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	07 July 2025	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 week.	
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) weeks after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	1 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 <i>weather measurements</i> 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:
	The place where weather is to be recorded (on the Site) is:	Ladysmith and Pietermaritzburg Kwazulu-Natal
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Ladysmith and Pietermaritzburg Kwazulu-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>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> 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 10 000 000**

5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* 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 *Contractor*.

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	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
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:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
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, 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	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 5000,00 per day
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: | Nil |
| 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 deductible of the relevant insurance policy |
| 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: | The cost of correcting the Defect |
| 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: | The Total of the Prices |
| X18.5 | The <i>end of liability date</i> is | 2 years after Completion of the whole of the <i>works</i> |

Z *Additional conditions of contract are:*

Z1 Additional clauses relating to Joint Venture

Z1.1

Insert the additional core clause 27.5

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.**

Z1.2

Insert additional core clause 27.6

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

Z2 Additional obligations in respect of Termination

Z2.1

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)**

Z2.2	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"
Z2.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	
Z3.1		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 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.
Z4	Additional Clause Relating to Collusion in the Construction Industry	
Z4.1		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z5 Protection of Personal Information Act

Z5.1

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			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	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>		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
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	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

61	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62	in	The percentage for design overheads is	%	
SSCC				
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		
SSCC				

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	12

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms

- 11 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- 11.2 (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.
- (27) The Price for Work Done to Date is the total of the Prices for
- each group of completed activities and
 - each completed activity which is not in a group
- A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
- (30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.

- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

Item no	Description	Unit	Quantity	Rate	Price
Quail (unit A and B) 3 kV DC Traction Substation					
A	INDOOR WORK				
A1	Supply and install AC primary circuit breaker control panel with all protection relays in accordance with Transnet Freight Rail specification BBB 2721 ver 12.	ea.	2.00		
A2	Supply and install AC/DC distribution panel with all protection relays in accordance with Transnet Freight Rail specification BBB 2721 ver 12.	ea.	1.00		
A3	Supply and install 3kV DC Rectifier with its associated control equipment. Specification: BBB0496 ver 16: 6MW	ea.	2.00		
A4	Supply and install a complete mechanical interlocking system with a set of its mechanical keys in accordance with Transnet Freight rail specification BBB5452 ver 7.	set	2.00		
A5	Supply and install a 1.8 mH 3kV DC Reactor coil .	ea.	2.00		
A6	Supply and Install battery room windows .	ea	2.00		
A7	Supply and install Wave filter equipment for 6th,12th,18,24th harmonics with its cables and busbars. It must be in accordance with Transnet Freight Rail specification BBB 3139 ver 2 for capacitor, and Specification BBB 3162 ver 2 for inductor coil. Additionally: Steel breather doors, lights, and interlocking steel bar system.	set	2.00		
A8	Supply and install 3kV DC Positive isolator with its cables and busbars with potential divider. Specification: BBB4724 ver 5 including 3kV DC undervoltage relay in accordance with Transnet Freight Rail specification BBB 3005 ver 2.	set	2.00		

A9	Battery Room: Supply and install 110V Gel type battery bank with its cables. The capacity of the battery should be 100 amperes minimum. Also include Flame proof light, extractor fan, steel safe door to the High-tension yard; standard lockable wooden door to panel room with no smoke-naked flame-hand protection signs on both sides of wooden door, Battery base for battery and supply and install sink. BBH3236Ver2	sum	1.00		
A10	Supply and install 110V Battery charger in accordance with Transnet Freight Rail specification BBB 2502 ver 6.	ea.	1.00		
A11	Supply and install 3kV DC high Speed circuit breaker in accordance with Transnet Freight Rail specification BBB 5452 ver 7-CEE-0099&0227.	ea.	6.00		
A12	Supply and install Telecontrol system with its associated control cables and cards. Specification: BBB5452 ver 7.	sum	1.00		
A13	Supply and install 3kV DC earth leakage relay in accordance with Transnet Freight Rail specification BBB 2721 Ver 12 and drawing CEE-TBD-0007.	ea.	1.00		
A14	Supply and install indoor earthing with all its cables in accordance with Transnet Fright rail drawing CEE-TBD-0007.	sum	1.00		
A15	Supply and install safety and burglar doors. Double opening steel door 2.4m by 3m (Garage door)	Sum	1.00		
A16	Supply and install 220V indoor lights; 110V emergency lightning conduits and plugs BBB 5452 version 7.	Sum	1.00		
A17	Supply and install two [Unit A&B] extractor fans including cables and two outward opening lockable steel extraction/ventilation doors. BBB5452 Ver 7	Sum	1.00		
A18	Remove roof flakes, repaint roof, floor and wall	Sum	1.00		
A19	Supply Metal Chequer plates in accordance with Transnet Freight Rail specification BBB 5452 version 7.	Sum	1.00		
A20	Supply and Install 2 x steel standard doors for office and battery room, 1 x steel double door and two standard wooden doors and 1 window.	Sum	1.00		
SUB TOTAL FOR QUAIL (Unit A and B) SUBSTATION INDOOR WORK:					

Transnet Rail Infrastructure Manager

Contract Number: HOAC DNR 53301

Description of the Works: Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer.

Item no	Description	Unit	Quantity	Rate	Price
B	OUTDOOR WORK				
	Quail (Unit A and B) 3 kV DC Traction Substation				
B1	Supply and install 88kV Metal Oxide surge arrester in accordance with Transnet Freight Rail specification BBB 0845. [One primary set at Eskom yard and one set each for Unit A & B secondary], (Each set consist of 3 x LA's)	set	4.00		
B2	Supply and install control cables for Main Current transformer . [Unit A&B] BBB0937 Ver 5.	set	2.00		
B3	Supply and install complete High voltage AC primary circuit breaker in accordance with Transnet specification BBB 0938 ver 9 or BBB 1267 ver 10. Including: including tripping mechanism, control box and all associated cabling.	set	2.00		
B4	Supply and install Main Current transformer in accordance with Transnet freight rail specification BBB 0937 ver 5.	ea	6.00		
B5	Main 88KV Transformer : <ul style="list-style-type: none"> Supply and install traction transformer with all associated equipment in accordance with Transnet freight rail specification BBB 5019 ver 6. Install and construct bund wall and oil dam. Transport old transformers to Ladysmith. 	sum	2.00		
B6	Supply and install a three phase 150kVA Auxiliary Transformer with its protection system in accordance with Transnet Freight rail specification BBB 2721 ver 12. Including fencing of Auxiliary transformer.	ea.	2.00		
B7	Supply and fill the Main and Auxiliary transformers with Transformer Oil (Virgin) .	sum	2.00		
B8	Supply and install the AC-Earth leakage system complete in the HT outdoor yard as per Specification no. BBB 3059 ver 2 and drawing no. BBB 3620 Ver 8. [Unit A&B]	ea.	2.00		
B9	Supply and install outdoor earthing . All material to complying with Transnet Fright rail specification BBB 3059 ver 2 and drawing no. BBB 3620 Ver 8. [Unit A&B],	set	2.00		

Transnet Rail Infrastructure Manager

Contract Number: HOAC DNR 53301

Description of the Works: Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer.

B10	Supply and install Anti-Climb Clear-Vu Electric Security Lockable with Razer Fence . BBH 4465 Diameters: 84x38 and 2 x sliding gates.	sum	1.00		
B11	Supply and install new all outdoor busbars in accordance with Specification BBB5452 version 7. [Unit A&B]	set	2.00		
B12	Supply and install all wall bushings in accordance with Transnet Freight Rail specification BBB 5452.	set	2.00		
B13	Supply yard stones (19mm).	sum	1.00		
B14	Supply and install outdoor LED lights . Complete with cabling and daylight switch.	ea	8.00		
B15	Supply and install the following for back up supply : <ul style="list-style-type: none"> Supply and install a (11kV/380V, 150kVA) transformer and mount it on the universal mast pole outside the substation. Dig a trench and install 90m- 3 core alu XLPE 380-400Vac cable to AC/DC panel Supply and install a 40 KVA 400Vac to 400Vac Isolation transformer BBC330 (including all associated cabling and MCBs) 	Sum	1.00		
B16	500mmsq Unit A and B negative cables 90m with shunt. BBB5452 Ver 7	Set	2.00		
B17	Remove regenerative breaking equipment seal off cable opening, dismantle old foundations and backfill the yard (by the main gate and HT yard) and transport all scrap to Ladysmith depot.	Sum	1.00		
B18	Soil rehabilitation	Sum	1.00		
B19	Testing and commissioning.	Sum	1.00		
B20	Catalogues, manuals, and drawings.	sum	1.00		
B21	P's & G's	sum	1.00		
SUB TOTAL FOR QUAIL (Unit A and B) SUBSTATION OUTDOOR WORK:					
VAT (15%)					
SUB TOTAL QUAIL (Unit A and B) SUBSTATION (incl. VAT)					

Transnet Rail Infrastructure Manager

Contract Number: HOAC DNR 53301

Description of the Works: Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer.

Item no	Description	Unit	Quantity	Rate	Price Item no
Pepworth 3 kV DC Traction Substation					
A	INDOOR WORK				
A1	Supply and install AC primary circuit breaker control panel with all protection relays in accordance with Transnet Freight Rail specification BBB 2721 ver 12.	ea.	1.00		
A2	Supply and install AC/DC distribution panel with all protection relays in accordance with Transnet Freight Rail specification BBB 2721 ver 12.	ea.	1.00		
A3	Supply and install 3kV DC Rectifier with its associated control equipment. Specification: BBB0496 ver 16: 6MW	ea.	1.00		
A4	Supply and install a complete mechanical interlocking system with a set of its mechanical keys in accordance with Transnet Freight rail specification BBB5452 ver 7.	set	1.00		
A5	Supply and install a 1.8 mH 3kV DC air Reactor coil .	ea.	1.00		
A6	Supply and install Wave filter equipment for 6th,12th,18,24th harmonics with its cables and busbars. It must be in accordance with Transnet Freight Rail specification BBB 3139 ver 2 for capacitor, and Specification BBB 3162 ver 2 for inductor coil. Additionally: Steel breather doors, lights, and interlocking steel bar system.	sum	1.00		
A7	Supply and install 3kV DC Positive isolator with its cables and busbars with potential divider. Specification: BBB4724 ver 5 including 3kV DC undervoltage relay in accordance with Transnet Freight Rail specification BBB 3005 ver 2.	sum	1.00		
A8	Battery Room: Supply and install a 110V Gel type battery bank with its cables . The capacity of the battery should be 100 amperes minimum. Also include Flame proof light, extractor fan, steel safe door to the High-tension yard; standard lockable wooden door to panel room with no smoke-naked flame-hand protection signs on both sides of wooden door, Battery base for battery and supply and install sink. BBH3236Ver2 Including Extractor fan	sum	1.00		

Transnet Rail Infrastructure Manager

Contract Number: HOAC DNR 53301

Description of the Works: Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer.

A9	Supply and install 110V Battery charger in accordance with Transnet Freight Rail specification BBB 2502 ver 6.	ea.	1.00		
A10	Supply and install 3kV DC high Speed circuit breaker in accordance with Transnet Freight Rail specification BBB 5452 ver 7-CEE-0099&0227.	ea.	6.00		
A11	Supply and install Telecontrol system with its associated control cables and cards. Specification: BBB5452 ver 7.	sum	1.00		
A12	Supply and install 3kV DC earth leakage relay in accordance with Transnet Freight Rail specification BBB 2721 Ver 12 and drawing CEE-TBD-0007.	ea.	1.00		
A13	Supply and install indoor earthing with all its cables in accordance with Transnet Fright rail drawing CEE-TBD-0007.	sum	1.00		
A14	Supply and install safety and burglar doors - Double opening steel door 2.4m by 3m	sum	1.00		
A15	Supply and install 220V indoor lights; 110V emergency lightning conduits and plugs BBB 5452 version 7.	sum	1.00		
A16	Supply and install two extractor fans including cables and two outward opening lockable steel extraction/ventilation doors. BBB5452 Ver 7	sum	1.00		
A17	Supply and install 1m by 1.2m non-see-through window with steel burglar guards.	ea	1.00		
A19	Remove flakes and repaint the walls and floor	sum	1.00		
A20	Supply Metal Chequer plates in accordance with Transnet Freight Rail specification BBB 5452 version 7.	sum	1.00		
A21	Supply and Install steel standard doors for office and battery room, and two standard wooden doors and 1 window .	sum	1.00		
SUB TOTAL FOR PEPWORTH SUBSTATION INDOOR WORK:					

Transnet Rail Infrastructure Manager

Contract Number: HOAC DNR 53301

Description of the Works: Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer.

PEPWORTH 3 kV DC Traction Substation					
B	OUTDOOR WORK				
B1	Supply and install 88kV Metal Oxide surge arrester in accordance with Transnet Freight	set	3.00		
	Rail specification BBB 0845. [One primary set at Eskom yard and one set each secondary]				
B2	Supply and install control cables for Main Current transformer . BBB0937 Ver 5.	sum	1.00		
B3	Supply and install complete High voltage AC primary circuit breaker in accordance with Transnet specification BBB 0938 ver 9 or BBB 1267 ver 10. Including: including tripping mechanism, control box and all associated cabling.	set	2.00		
B4	Supply and install Main Current transformer in accordance with Transnet freight rail specification BBB 0937 ver 5. These must be inside the main transformer.	ea	3.00		
B5	Main 88KV Transformer : <ul style="list-style-type: none"> Supply and install traction transformer with all associated equipment in accordance with Transnet freight rail specification BBB 5019 ver 6. CTs included. Install and construct bund wall and oil dam. 	ea	1.00		
B6	Supply and install a three phase 150kVA Auxiliary Transformer including oil with its protection system in accordance with Transnet Freight rail specification BBB 2721 ver 12. Including fencing of Auxiliary transformer.	ea.	1.00		
B7	Supply and fill the Main and Auxiliary transformers with Transformer Oil (Virgin) .	sum	1.00		
B8	Supply and install outdoor earthing . All material to complying with Transnet Fright rail specification BBB 3059 ver 2 and drawing no. BBB 3620 Ver 8.	sum	2.00		
B9	Repair Anti-Climb Clear-Vu Electric Security Lockable with Razer Fence Diameters: 42x19 and sliding gate: 6m x2.	sum	1.00		
B10	Supply and install all wall bushings in accordance with Transnet Freight Rail specification BBB 5452. Including jumper cables.	sum	1.00		
B11	Supply yard stones (19mm).	sum	1.00		
B12	Supply and install outdoor LED lights . Complete with cabling and daylight switch.	ea	5.00		

Transnet Rail Infrastructure Manager

Contract Number: HOAC DNR 53301

Description of the Works: Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer.

B13	Soil rehabilitation	Sum	1.00		
B14	Supply and install AC disconnects (Complete set)	ea	1.00		
B15	Remove all scrap and transport to Ladysmith	Sum	1.00		
B16	Testing and commissioning.	Sum	1.00		
B17	Catalogues, manuals, and drawings.	sum	1.00		
B18	P's & G's	sum	1.00		
SUB TOTAL FOR PEPWORTH SUBSTATION OUTDOOR WORK:					
VAT(At 15%):					
SUB TOTAL PEPWORTH (Unit A and B) SUBSTATION (incl. VAT)					

	Pieters 3 kV DC Traction Substation				
A	INDOOR WORK				
A1	Supply and install AC primary circuit breaker control panel with all protection relays in accordance with Transnet Freight Rail specification BBB 2721 ver 12.	ea.	1.00		
A2	Supply and install AC/DC distribution panel with all protection relays in accordance with Transnet Freight Rail specification BBB 2721 ver 12.	ea.	1.00		
A3	Supply and install 3kV DC Rectifier with its associated control equipment. Specification: BBB0496 ver 16: 6MW	ea.	1.00		
A4	Supply and install a complete mechanical interlocking system with a set of its mechanical keys in accordance with Transnet Freight rail specification BBB5452 ver 7.	sum	1.00		
A5	Supply and install 3kV DC Positive isolator with its cables and busbars with potential divider. Specification: BBB4724 ver 5 including 3kV DC undervoltage relay in accordance with Transnet Freight Rail specification BBB 3005 ver 2.	sum	1.00		

Transnet Rail Infrastructure Manager

Contract Number: HOAC DNR 53301

Description of the Works: Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer.

A6	Battery Room: Supply and install a 110V Gel Type battery bank with its cables. The capacity of the battery should be 100 amperes minimum. Also include Flame proof light, extractor fan, steel safe door to the High-tension yard; standard lockable wooden door to panel room with no smoke-naked flame-hand protection signs on both sides of wooden door, Battery base for battery and supply and install sink. BBH3236Ver2	sum	1.00		
A7	Supply and install 110V Battery charger in accordance with Transnet Freight Rail specification BBB 2502 ver 6.	ea.	1.00		
A8	Supply and install 3kV DC high Speed circuit breaker in accordance with Transnet Freight Rail specification BBB 5452 ver 7-CEE-0099&0227.	ea.	4.00		
A9	Supply and install Telecontrol system with its associated control cables and cards. Specification: BBB5452 ver 7.	sum	1.00		
A10	Supply and install 3kV DC earth leakage relay in accordance with Transnet Freight Rail specification BBB 2721 Ver 12 and drawing CEE-TBD-0007.	ea.	1.00		
A11	Supply and install indoor earthing with all its cables in accordance with Transnet Fright rail drawing CEE-TBD-0007.	sum	1.00		
A12	Supply and install 220V indoor lights; 110V emergency lightning conduits and plugs BBB 5452 version 7.	Sum	1.00		
A13	Remove roof flakes and repaint roof	Sum	1.00		
SUB TOTAL FOR PIETERS SUBSTATION INDOOR WORK:					

Transnet Rail Infrastructure Manager

Contract Number: HOAC DNR 53301

Description of the Works: Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer.

	Pieters 3 kV DC Traction Substation				
B	OUTDOOR WORK				
B1	Main 88KV Transformer: <ul style="list-style-type: none"> Supply and install complete transformer bushings for both HV and LV side in accordance with Transnet freight rail specification BBB 5019 ver 6. Supply and install silica gel. Refill transformer oil and circulate (1 cycle)13000 litres Re-Gasket transformer. Re-paint transformer and conservator tank. Replace bursbars to wall bushings. Re-place wall bushings. Replace negative bursbars and negative cables. Replace Temperature, winding and oil gauge including cabling. Oil sampling and DGA Install and construct Bund wall and oil dam. 	Sum	1.00		
B2	Supply and install a three phase 150kVA Auxiliary Transformer incl oil outside the substation with its protection system in accordance with Transnet Freight rail specification BBB 2721 ver 12. Including fencing of Auxiliary transformer.	ea.	1.00		
B3	Supply and fill the Main and Auxiliary transformers with Transformer Oil .	sum	1.00		
B4	Supply and install the AC-Earth leakage system complete in the HT outdoor yard as per Specification no. BBB 3059 ver 2 and drawing no. BBB 3620 Ver 8.	ea.	1.00		
B5	Reconnect Electric Security Lockable Fence on the existing Anti-climbing fence. BBH 4465	m	180.00		
B6	Supply and install outdoor LED lights. Complete with cabling and daylight switch.	ea	8.00		
B7	Supply and install back up transformer (11kV/380V, 150kVA) for 380V and trench and install 90m- 3 core alu XLPE 380-400Vac cable to AC/DC panel; 40 KVA 400Vac to 400Vac Isolation transformer BBC330.	Sum	1.00		

Transnet Rail Infrastructure Manager

Contract Number: HOAC DNR 53301

Description of the Works: Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer.

B8	Supply and install PCB no volt coil and motor then refill SF6 gas. (Areva PCB)	Sum	1.00		
B9	Soil rehabilitation	Sum	1.00		
B10	Remove and transport all scrap material to Ladysmith	Sum	1.00		
B11	Testing and commissioning.	Sum	1.00		
B12	Catalogues, manuals, and drawings.	sum	1.00		
B13	P's & G's	sum	1.00		
SUB TOTAL FOR PIETERS SUBSTATION OUTDOOR WORK:					
VAT(At 15%):					
SUB TOTAL PIETERS (Unit A and B) SUBSTATION (incl. VAT)					

PART C3: SCOPE OF WORK

Document reference	Title	No of page
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C3.1 EMPLOYER'S WORKS INFORMATION

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DESCRIPTION OF THE WORKS

1. EXECUTIVE OVERVIEW

- This project specification covers Transnet's requirements for the supply, installation, pre-testing and pre-commissioning of various associated equipment at Quail, Pepworth and Pieters 3KV DC traction substation under the control of Depot Engineer, Ladysmith.
- This specification should be read in conjunction with TRIM's specifications as outlined in this document. The primary purpose of Transnet Rail Infrastructure Manager is to transport freight reliably. That is only possible only when the infrastructure itself is safe and reliable.
- For the infrastructure to be safe and reliable, it requires regular maintenance and spot replacement of infrastructure where necessary. Distribution substations play a vital role in the power supply of Signal's TAS and CAS equipment. Hence distribution substations require extensive care and operating them to failure must be avoided.

1.1 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CSHEO	Contractor's Safety, Health and Environmental Officer
QA	Quality Assurance
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator

2.1 STANDARDS

- 2.1.1 Unless otherwise specified all material and equipment supplied shall comply with the current edition of the relevant SANS, BS, IEC or Transnet publication where applicable.
- 2.1.2 All below requirements imply to both Quail (unit A and B), Pepworth (Single unit) and Pieters substations.

2.2 The following publications are referred to in this specification:

South African National Standards

- 2.2.1 SANS 121: Hot dip galvanised coatings for fabricated iron or steel articles – Specifications and test methods.
- 2.2.2 SANS 1019: Standard voltages, currents and insulating levels for electrical supply.
- 2.2.3 SANS 1091: National colour standard.
- 2.2.4 SANS 10142-1: The wiring of premises. Part 1.

2.3 Transnet standards

BBB 2502 Ver-6: Requirements for battery charger for 3kV DC traction substations.

- 2.3.1 BBB 4724 Ver-5: Positive isolator.
- 2.3.2 BBB 3005 Ver-2: 3KV under-voltage relay.

- 2.3.3 BBB 3620 Ver-5: Drawing: 3kV DC Earthing arrangement.
- 2.3.4 BBB 5452 Ver-6: Transnet's requirement for the installation of electrical equipment for 3kV DC traction substations.
- 2.3.5 BBC 0198 Ver-1: Specifications for requirements for the supply of electrical cables.
- 2.3.6 BBB 5019 Ver-6: Requirements for Traction Transformers for 3KV DC traction substations in accordance with SANS 60076.
- 2.3.7 BBF 8190 Ver-1: Traction substation electrician handbook.
- 2.3.8 BBB 3890 Ver-3: Requirements for a 1.8 Milli Henry DC Reactor for 3KV DC traction Substations.
- 2.3.9 BBB 1267 Ver-10: Requirements for outdoor alternating-current circuit breakers for traction and distribution substations.
- 2.3.10 BBB 0937 Ver-5: Requirements for outdoor post type current transformers for traction and distribution substations.
- 2.3.11 BBB 0845 Ver-7: requirements for metal oxide surge arresters without gaps for traction and distribution substations
- 2.3.12 CEE-TBD-0007: Drawing: 3kV DC Earthing arrangement.
- 2.3.13 CEE.0023.90: Specifications for the installation of cables.
- 2.3.14 CEE.045: Painting of steel Components of Electrical Equipment.
- 2.3.15 CEE.0224.2002: Drawings, catalogues, instruction manuals and spares lists for electrical equipment supplied under contract.
- 2.3.16 BBB 3059 Ver-2: 3kV DC Traction substation earthing system for high voltage outdoor yards.
- 2.3.17 BBB 2127 Ver-12: ac primary circuit breaker control panel and ac/dc distribution panel for 3kv dc traction substations.
- 2.3.18 BBH 3236 Ver-2: Requirement for the supply of batteries for 3kV DC traction substation.
- 2.3.19 BBB0496 Ver-16: 3kv rectifier (5mw or 6mw) for traction substations.
- 2.3.20 CEE-0099_ISS_2013 :3KV DC High speed circuit breakers for traction substations.
- 2.3.21 CEE-0227 ISS 2018: The manufacture of 3KV DC Breaker cells and trucks.
- 2.3.22 Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral)
- 2.3.23 Any items offered in accordance with other standards will be considered at the sole discretion of Transnet. The Contractor shall supply the details stating where the item differs from these specifications as well as supply a copy (in English) of the recognised standard specification(s) with which it complies.
- 2.3.24 Safety Arrangements and Procedural Compliance with Occupational Health and Safety Act (Act 85 of 1993) and applicable Regulations.
- 2.3.25 E7/2 – Specification for works on, over, under or adjacent to railway lines and near high voltage equipment.

2.4 Employers Objectiv

The objective of the employer is to appoint a suitable and qualified contractor for

Design, Supply, Installation, Pre-Testing and Fault Finding of Various Associated Equipment at Quail, Pieters and Pepworth 3kv Dc Traction Substations Under the Control of Depot Engineer in order to restore the substation back to operation. Quail, Pieters and Pepworth 3kv Dc Traction

Substations are critical in increasing network availability which in turn will optimize on recovery time leading to the ease of Transnet freight Rail operations.

2.5 Provisions

The *Contractor* provides all the required tools, equipment and personnel to execute the project's scope of works.

3 DESCRIPTION OF WORK

3.1 THE CONTRACTOR SHALL PERFORM THE FOLLOWING:

- 3.1.1 Install all equipment in accordance with Transnet specification BBB 5452 version 7.
- 3.1.2 Quail (Unit A & B), Pepworth (Single unit) and Pieters (Traction transformer and Indoor Equipment for single unit) 3KV DC Substations
- 3.1.3 The supplier shall clean and remove all vegetation in the yard.
- 3.1.4 The supplier shall remove all scrap in the substation and transport it to Ladysmith depot.
- 3.1.5 The supplier shall remove all old regen equipment, both indoor and outdoor equipment including barrier fence inside the substation.
- 3.1.6 The supplier shall dismantle old foundations for the regen equipment and backfill/level the yard.
- 3.1.7 Supply and Install 6MW rectifier in accordance with BBB0496 with all associated control cables.
- 3.1.8 The supplier shall install HSCB with ECR cards in accordance with CEE-0099_ISS_2013 and CEE-0227 ISS 2018 with complete housing bursbars, positive cables to track switching, arc chutes and earth switch.
- 3.1.9 The supplier shall supply and install PCB and AC/DC panels in accordance with BBB 4724 vr5 clause 6 and BBB 2721 ver 12.
- 3.1.10 The supplier shall supply and install 53 cells of 107AH batteries in accordance with BBH 3236 vr2 including battery base and associated cabling, lights with IP protection 65 and install sink for battery maintenance.
- 3.1.11 The supplier shall supply and install complete wavefilter for 6th,12th ,18th ,24th harmonics in accordance with BBB 3139 ver 2 for capacitor, and Specification BBB 3162 ver 2 for inductor coil including HRC fuse.
- 3.1.12 The supplier shall install 50kVA Auxiliary transformer BBB 2721 ver 12.
- 3.1.13 Supply and install transformer capacitive bushings for HV and LV in accordance to BBB5019 Ver-6. Supply and Install temperature and winding oil gauges with associated cabling. Refill transformer oil. Repaint transformer and conservator tank. Replace silica gel. Supply and install busbars to wall bushings, Contractor to supply any missing wall bushings. Replace negative busbars and negative cables to the rail.

- 3.1.14 Supply and install 88KV lightning arrestors in accordance with BBB 0845.
- 3.1.15 Supply and install reactor coil 1.8mH in accordance with BBB 3890.
- 3.1.16 Supply and install current transformers in accordance with BBB 0937, and associated cabling.
- 3.1.17 Supply and install complete Primary circuit breaker control box and tripping mechanism including all associated cabling in accordance with BBB 1267.
- 3.2 Contractor shall repair AC disconnects.
 - 3.2.1 The supplier shall supply and install telecontrol in accordance with BBB5452 ver 7.
 - 3.2.2 Supply and install aluminium busbars from the wall bushings to the rectifier to the reactor coil to the wave filter to the positive isolator to the DC negative busbar. Barriers shall be provided to all exposed live busbars to prevent access. The 3kV DC output positive busbar system, which includes high-speed circuit breaker busbars. The Contractor shall cater for any support insulators required for the installation refer to BBB5452 Ver-7 Clause 33.
 - 3.2.3 The equipment for each substation shall include a mechanical interlocking system; preferably the "Castell" or other approved key type. Full details of the type offered instead of the Castell type shall be submitted with tender refer to BBB5452 Ver-7 Clause 31.
 - 3.2.4 Supply and install indoor and outdoor earthing as per drawing CEE-TBD-0007, BBB 3620 and BBB 3059 including AC earth leakage and DC earth leakage, spark gaps, door switch, chequer plate covers for entire substation and level/backfill HT yard and install crusher stone.
 - 3.2.5 The contractor shall supply and install the battery charger in accordance with Transnet Rail Infrastructure specification BBB 2502 Ver-6. The battery charger shall be insulated from the substation floor by means of "Marley" or "Lino" floor covering not less than 2mm thickness.
 - 3.2.6 The contractor shall supply and install the 3kV DC positive isolator (second generation) in accordance with Transnet Rail Infrastructure specification BBB 4724 Ver-5 with undervoltage relay as per BBB3005 Ver-2. The DC positive isolator metal cubicle/housing shall be insulated from the substation floor.
 - 3.2.7 Three/single phase non-sparking extraction fan shall be installed for the battery room in accordance with Transnet Freight Rail's specification BBB 5452 Ver-7.
 - Battery room single phase
 - Rectifier 3 phase
 - 3.2.8 Supply and Install Telecoms Gel 12V, 65AH batteries and Fox multiplexer.
 - 3.2.9 Supply and Install 25mm² DC wires from the batteries in accordance with BBF8190 Ver-1 Clause 12.4.4.
 - 3.2.10 BBH4465 Supply and installation of demarcation and Anti-climb electric fence (Including lockable gate for access to breaker room) around perimeter including 3x Master lock Discus padlock with 8 keys each, safe doors & window burglar guards. Including Barrier fence suited for Double unit substation.
 - 3.2.11 Supply and install High voltage signs WW37 & WW38 for the entire substation.
 - 3.2.12 Clean, Prepare and Repaint Substation wall white, and repaint floor substation red.
 - 3.2.13 Repair damaged HV and yard fence.
 - 3.2.14 Supply and install Track switch Lightning protection.
 - 3.2.15 Contractor shall do soil rehabilitation at the substation.

- 3.2.16 Supply and install indoor AC lights including DC lights refer to BBB5452 Ver-7 Clause 45.
- 3.2.17 Supply and install outdoor waterproof lights including Floodlights Day night switch refer to BBB5452 Ver-7 Clause 45.
- 3.2.18 Modify Pieters substation building.
- 3.2.19 All rubble which is left over as a direct result of work performed by the Contractor shall be removed from the substation building and yard and disposed of by the Contractor. The substation floors and walls shall be left in a clean condition. All cable, wire and conductor cuts-offs and surplus material shall be removed from site refer to BBB5452 Ver-7 Clause 48.
- 3.2.20 Functional on-site tests shall be conducted on all items of equipment, circuitry and interlocking to prove the proper functioning and installation thereof. Pre-testing and fault finding to be done by contractor including existing faults and replace faulty components found on the pre-testing and fault finding refer to BBB5452 Ver-7 Clause 49.
- 3.2.21 The contractor shall supply security for the duration of the project.

4 INSTALLATION

- 4.1 The Contractor shall be responsible for the transport to site, off-loading, handling, storage, and security of all material required for the construction/execution of the works.
- 4.2 The Contractor shall be responsible for all necessary (as decided by the Transnet Manager or Technical Officer) connections between the equipment supplied and other components in the substation including connections to the earth-mat.
- 4.3 All fasteners on steelwork, components, and electrical connections (nuts and bolts) shall be secured using flat as well as lock washers.

5 INTERCONNECTION OF EQUIPMENT

- 5.1 All HT electrical equipment interconnections shall be done using conductors similar to that being used in the existing substation yard.
- 5.2 Conductors between separately mounted outdoor equipment shall incorporate a degree of flexibility to avoid any over-stressing of these connections due to the foundation movement or conductor expansion/contraction and to facilitate alignment of equipment.
- 5.3 High conductive silicon grease shall be liberally applied to all the connections.
- 5.4 All dissimilar metal connections (Cu to Al) shall be made using bi-metallic clamps that are specifically designed and manufactured to make that particular connection (ad hoc fabricated clamps are not acceptable).

6 WORK TO BE DONE BY TRANSNET

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

- 6.3 The depot staff will be responsible for reconnecting tele-control equipment in the substation.

7 DRAWINGS, INSTRUCTION MANUALS AND SPARE PART CATALOGUES

- 7.1 All as built drawings shall be supplied in electronic format (Microstation/Autocad).
- 7.2 All drawings (paper prints) shall be submitted to the Project Manager or Technical Officer for approval. No construction or manufacturing activity will be allowed prior to the associated drawings having been approved by the Project Manager or Technical Officer.
- 7.3 All drawings, catalogues, instruction book and spares lists shall be in accordance with Transnet's specification CEE.0224.2002.
- 7.4 All final as built drawings shall be provided to Transnet within four weeks after commissioning.

8 SITE TESTS

- 8.1 The equipment shall be inspected/tested and approved by Transnet Quality Assurance at the Contractor's workshop prior to it being taken to site. Only once the approval has been granted in writing can the equipment be taken to site for installation. The approval should also be recorded on the site instruction book and countersigned by both parties.

9 COMMISSIONING OF EQUIPMENT

- 9.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Manager or Technical Officer.
- 9.2 Commissioning will include energising of equipment from the primary isolator to the track feeder circuits. The Contractor must prove the satisfactory operation of all equipment under live conditions.
- 9.3 On completion of commissioning, the Contractor will hand the equipment over to the Manager or Technical Officer in terms of the relevant instruction.
- 9.4 The commissioning of protection equipment by Transnet will in no way absolve the Contractor from any of his responsibilities during the guarantee period. It is the Contractor's responsibility to satisfy himself or herself that the commissioning of the protection equipment has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.
- 9.5 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

10 RESTRICTIONS TO ACCESS ON SITE, ROADS, WALKWAYS AND BARRICADES:

- 10.1 The *Contractor* is specifically excluded from entering the Employer's Operational Areas which are adjacent to the site. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.
- 10.1.1** The *Contractor* ensures safe passage of his team, to traffic and around the site and working areas at all times which includes providing flagmen.

- 10.1.2** The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated site does not obstruct the operations of Transnet Rail Infrastructure (TRIM). To this end, access routes are allocated and coordinated by the *Project Manager*.
- 10.1.3** The *Contractor* ensures that all his Service staff, labour, and Equipment remains within his allocated and fenced off working Area.
- 10.1.4 All *Contractor's* staff and labour working within the 13 fuel depot sites complies with Transnet Rail Infrastructure (TRIM) operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

10.2 People restrictions on site; hours of work, conduct and records:

- 10.2.1 The *Contractor* keeps daily records of his people engaged on the site with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

10.3 Code of Conduct

- 10.3.1 Transnet 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 Detailed Procurement Procedure (DPP)
 - 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); and
 - The Anti Corruption Act.
- 10.3.1 This code of conduct has been included in this contract to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of it's Suppliers.

11 PROHIBITION OF BRIBES, KICKBACKS, UNLAWFUL PAYMENTS, AND OTHER CORRUPT PRACTICES

- 11.1 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.
- 11.2 Transnet will not participate in corrupt practices and therefore 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, 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 decision stakeholders 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).

12.1 Transnet is firmly committed to the ideas of free and competitive enterprise.

- 12.1.1 Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- 12.1.2 Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
- 12.1.3 *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
- 12.1.4 Generally, Suppliers have their own business standards and regulations. Although
- 12.1.5 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.

12.2 Conflicts of Interest

- 12.2.1 conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.
- 12.2.2 Doing business with family members
- 12.2.3 Having a financial interest in another company in our industry

12.3 The **Contractor's Invoices**

- 12.3.1 When the *Project Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 12.3.2 The invoice must correspond to the *Service Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

12.3.3 **The invoice states the following:**

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number
- The invoice contains the supporting detail
- For the attention of the Service Manager
- Invoices submitted by email are presented to:
Bongiwe.Kubheka@transnet.net

For the attention of the *Project Manager*

The invoice is presented as an original.

13. Temporary works, Site services & construction constraints

13.1 The *Contractor* complies with the following requirements of the *Employer*:

- 13.1.1 The Contractor plans and organises his/her work in such a manner so as to cause least possible disruptions to the Employer's operations.
- 13.1.2 The Contractor ensures, adequate protection for his/her staff members and construction equipment. The Contractor will also be responsible for safe movement of motorists, pedestrian and public in the vicinity of the works area.
- 13.1.3 The Contractor shall conduct all works within his/her work area and ensure that no personnel access the rail reserve situated above the work area.

14. The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

- 14.1 07h30 to 16h00 on weekdays. No work on weekends and public holidays unless granted permission by the Project Manager.
- 14.2 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 14.3 The *Contractor* has no title to materials arising from excavations and demolition in the performance of the *works*.

15. The *Contractor* performs the *works* and co-operates with:

- 15.1 The Employer to ensure that daily operations and activities are not affected whilst construction work activities continue.
- 15.2 A community liaison officer employed by the Employer, with all community related matters and concern raised. Sourcing local labour via the community liaison officer and Local Ward Councillors in performing the works, if required.

16. Publicity and progress photographs

- 16.1 Only in the interest of project progress submissions, photographs depicting work may be taken, upon request by the Project Manager.
- 16.2 The *Contractor* provides progress photographs at the discretion of the Project Manager in jpeg format at a location the Project Manager has communicated to the Contractor.
- 16.3 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

17. Contractor's Equipment

- 17.1 All earthmoving plant and equipment is to be stored at a designated area. Plant and equipment will only be removed from the designated store / lay down area.

This plant and equipment should be returned to the store / lay down area before the end of the shift (i.e. no plant and equipment to be left on site).

- 17.2 Registers of plant and equipment to be generated which will be monitored and maintained by the Contractor but must be available upon request from the Employer. Plant and equipment to be stored as per specifications.
- 17.3 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

18. Site services and facilities:

- 18.1 The Employer will identify a lay down area, for the purpose of a site camp, stacking area and other areas if required. This shall be purely land, i.e. no supply of electricity, water, networking, ablutions, offices, store containers or bunded areas. The Contractor shall provide everything necessary for providing for the works.

19. The *Employer* provides the following facilities for the *Contractor*:

- 19.1 An un-serviced lay down area / site camp.
- 19.2 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

SECTION 2

20 Management and start up

20.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Weekly on tondays at 10:00 or as per agreed time between the contractor and the project team.	1. Pepworth 1. Pieters 2. Quail	3. Contractor Project Manager 4. Employer Project Manager 5. Contractor Supervisor 6. Employer Supervisor, 7. Other required and appropriate key persons

- Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.
- All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

20.1.1 CONTRACTOR LIABILITY

20.1.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.

20.1.3 The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

20.1.4 The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

20.1.5 The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to updated. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

21 INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

21.1 In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

- 21.2 The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- 21.3 In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
 - 21.3.1 To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
 - 21.3.2 The Industrial Action Report must provide at least the following information:
 - 21.3.2.1 Industrial incident report,
 - 21.3.2.2 Attendance register,
 - 21.3.2.3 Productivity / progress to schedule reports,
 - 21.3.2.4 Operational contingency plan,
 - 21.3.2.5 Site security report,
 - 21.3.2.6 Industrial action intelligence gathered.
 - 21.3.3 The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - 21.3.4 The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- 21.4 The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
- 21.5** Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deem to be trespassing

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

1. Description of the site information and its surroundings

1.1. General description

Pepworth substation is located outside of Ladysmith in KwaZulu-Natal Province.

- Latitude: -28,462881
- Altitude: 29,872953

Site infrastructure and operations are summarised as follows:

Main Site Activity: Locomotive movement facility

Main Infrastructure: Traction Substation

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

The scope of work includes installation of a barrier fence around the substation as per the specification.

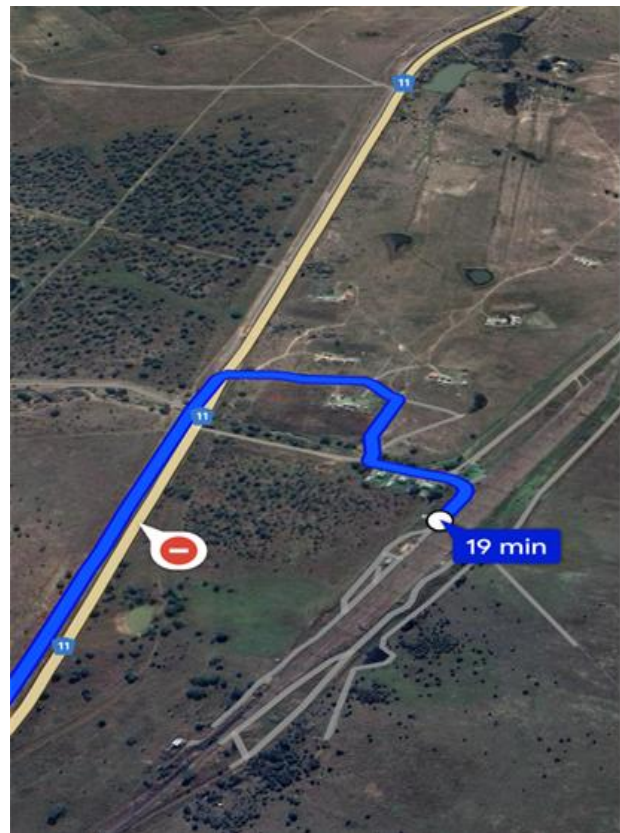
1.3. Subsoil information

The scope of work includes earthworks as part of the scope of work for HT yard earthing repairs and barrier fence around the substation.

1.4. Hidden services

There are no reports/drawings showing hidden services. It can be assumed that there are electrical cables, drainage channels, water pipes, and other underground services. However, they should not affect the project's site work since there will not be any excavation outside the substation.

1.5. Other reports and publicly available information



PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

1. Description of the Affected Property and its surroundings

1.1. General description

Pieters substation is located outside of Ladysmith in KwaZulu-Natal Province.

- Latitude: -28,657083
- Altitude: 29,839781

Site infrastructure and operations are summarised as follows:

Main Site Activity: Locomotive movement facility

Main Infrastructure: Traction Substation

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

The scope of work includes installation of a barrier fence around the substation as per the specification.

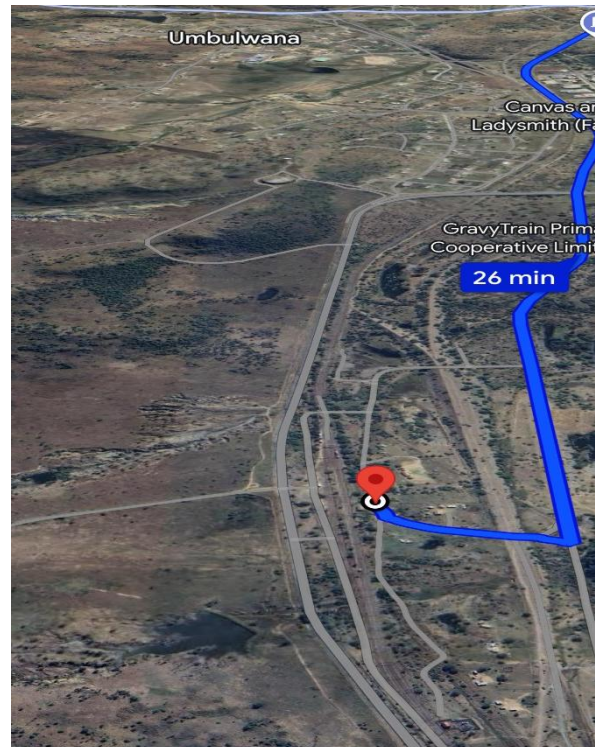
1.3. Subsoil information

The scope of work includes earthworks as part of the scope of work for HT yard earthing repairs and barrier fence around the substation.

1.4. Hidden services

There are no reports/drawings showing hidden services. It can be assumed that there are electrical cables, drainage channels, water pipes, and other underground services. However, they should not affect the project's site work since there will not be any excavation outside the substation.

1.5. Other reports and publicly available information



PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

1. Description of the Site and its surroundings

1.1. General description

Quail substation is located outside of Pietermaritzburg in KwaZulu-Natal Province.

- Latitude: -29.502091
- Altitude: 30.217604

Site infrastructure and operations are summarised as follows:

Main Site Activity: Locomotive movement facility

Main Infrastructure: Traction Substation

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

The scope of work includes installation of a barrier fence around the substation as per the specification.

1.3. Subsoil information

The scope of work includes earthworks as part of the scope of work for HT yard earthing repairs and barrier fence around the substation.

1.4. Hidden services

There are no reports/drawings showing hidden services. It can be assumed that there are electrical cables, drainage channels, water pipes, and other underground services. However, they should not affect the project's site work since there will not be any excavation outside the substation.

1.5. Other reports and publicly available information

