Transnet Freight Rail
Tender Number: ERACMM-FDT-39137
Description of the Works: For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot

# **Transnet SOC Ltd**

an Operating Division TRANSNET SOC LTD

[Registration Number 1990/000900/30]

DESCRIPTION OF SERVICE: FOR THE PROVISION TO RE-INSTATE TURFGROND 25KV AC SUBSTATION

RFQ NUMBER : ERACMM-FDT-39137

ISSUE DATE : 15 MARCH 2023
COMPULSORY BRIEFING DATE : 23 MARCH 2023
CLOSING DATE : 30 MARCH 2023

CLOSING TIME : 10H00: am
TENDER VALIDITY PERIOD : 22 JUNE 2023

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Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Frmelo Depot

# T1.1 Tender Notice And Invitation To Tender

# **SECTION 1: NOTICE TO TENDERERS**

### 1. INVITATION TO TENDER

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

DESCRIPTION	For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot <i>(service)</i>			
	This Tender may be downloaded directly from eTender Publication Portal at <a href="https://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at			
TENDER DOWNLOADING	https://transnetetenders.azurewebsites.net (please use Google Chrome			
	to access Transnet link) FREE OF CHARGE.			
	A Compulsory Tender Clarification Meeting will be conducted at			
	Woestaleen Substation (N11 Road next to the bridge above the Rail on			
	the left side from Middleburg its 20km away from N4) on the 23 March			
	<b>2023</b> at <b>[11H00'clock]</b> for a period of ± 1) hour.			
COMPULSORY BRIEFING SESSION				
	For directions contact Sbongiseni Ndlovu 083 890 1797.			
	For commercial enquiries: Matete Kutumela 012 315 2268 Email address:			
	matete.kutumela@transnet.net			
	[Tenderers to provide own transportation and accommodation].			

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	A Site visit/walk will take place, tenderers are to note:              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 appleaces visitors alignts and systemers.		
	<ul> <li>Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>All forms of firearms are prohibited on Transnet properties and premises.</li> </ul>		
	The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates.		
	Certificate of Attendance in the form set out in the <b>Returnable Schedule</b> T2.2-1 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.		
	Tenderers are required to bring this Returnable Schedule T2.2-1 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.		
	Tenderers failing to attend the compulsory tender briefing will be disqualified.		
CLOSING DATE	10:00 am on 30 March 2023  Tenderers must ensure that tenders are uploaded timeously onto the		

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system. If a tender is late, it will not be accepted for consideration



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

#### 3. CONFIDENTIALITY

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

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4. DISCLAIMERS

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

the right to:

4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award

to another tenderer.

4.2. Not necessarily accept the lowest priced tender or an alternative Tender;

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer,

which after conclusion of the contract is proved to have been incorrect, Transnet reserves the

right to terminate the contract;

4.5. Request audited financial statements or other documentation for the purposes of a due diligence

exercise;

4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing

date;

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby

irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must

therefore not be interpreted to mean that Tenderers have necessarily passed any previous

stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall

be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered

discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification

session and do not receive the latest information regarding this RFQ with the possible

consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been

convicted of a serious breach of law during the preceding 5 [five] years including but not limited

to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate

in tender returnable [clause 12 on T2.2-2], [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:

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- 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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>. 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

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# 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 <a href="https://www.cidb.org.za">www.cidb.org.za</a>).

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 Employ	ver comprise:
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Price List
	Part C3: Scope of work	C3.1 Service Information
	Part C4: Affected Property	C4.1 Affected Property
C.1.4	The Employer's agent is:	Regional Procurement Manager
	Name:	Yvonne Scannell

TRANSNET

Address: Nzasm Building

Cnr of Minnaar and Paul Kruger Streets

TRANSNET

Pretoria 0001

Tel No. 012 315 2059

E – mail <u>Yvonne.scannell@transnet.net</u>

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 tenderering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

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

## 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 3EP 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:

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

# 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.



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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 T2.2-1 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:
- Contact person and 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 30 March 2023

Location: The Transnet e-Tender Submission Portal:

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

#### **NO LATE TENDERS WILL BE ACCEPTED**

- C.2.16 The tender offer validity period is 12 weeks after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
- C.2.23 The tenderer is required to submit with his tender:
  - A valid Tax Clearance Certificate issued by the South African Revenue Services.
     <u>Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status</u>.
  - A valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more

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together with the tender;

- 3. A valid CIDB certificate in the correct designated grading;
- 4 Proof of registration on the Central Supplier Database;
- 5 Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

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

#### **Functionality Criteria**

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

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

Functionality criteria	Maximum number of points
T2.2.3 Capability and ability to meet delivery schedule (3 weeks)	40
T2.2.4 Management of CV 's and key personnel qualification	20
T2.2.5 Previous experience in installation and commissioning equipment at 3KV DC substation	40
Maximum possible score for Functionality	100

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

- T2.2.3 Capability and ability to meet delivery schedule (3 weeks)
- T2.2.4 Management of CV 's and key personnel qualifications
- T2.2.5 Previous experience in installation and commissioning equipment at 3KV DC substation

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90, 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).

T1.2: Tender Data

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

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

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

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

**Note:** Transnet reserves the right to carry out an independent audit of the 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:

- 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) 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,

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- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.
- C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

Part 1: Tendering Procedures T1.2: Tender Data

# T2.1 List of Returnable Documents

# 2.1.1 These schedules are required for Eligibility and Evaluations purposes:

- T2.2.1 Stage One Eligibility with regards to attendance at the compulsory clarification meeting:
  - (Certificate of Attendance at Tender Clarification and Site Meeting (fully completed and signed by Transnet Official)
- T2.2.2 Stage Two Eligibility in terms of the Construction Industry Development Board:
  - A tenderer must submit an active and valid CIDB contractor grading of 3 EP or higher class of CIDB grading

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

# 2.1.2 These schedules will be utilised for evaluation purposes:

- Evaluation Schedule: T2.2.3 Capability and ability to meet delivery schedule (3 weeks)
- Evaluation Schedule: T2.2.4 Management of CV 's and key personnel qualifications
- Evaluation Schedule: T2.2.5 Previous experience in installation and commissioning equipment at 3KV DC substations

## T2.2 List of Returnable Schedules

## 2.1.3 Returnable Schedules:

#### General:

- T2.2.6 Health and Safety Questionnaire
- T2.2.7 Health and Safety Cost Breakdown
- T2.2-8 Authority to submit tender
- T2.2-9 Availability of plant and equipment for installation and commissioning in substations
- T2.2-10 Record of addenda to tender documents
- T2.2-11 Letter of Good Standing
- T2.2-12 Risk Elements
- T2.2-13 Schedule of proposed Subcontractor
- T2.2-14 Affected Property Establishment requirements

# **Agreement and Commitment by Tenderer:**

- T2.2-15 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-16 Non-Disclosure Agreement
- T2.2-17 RFP Declaration Form
- T2.2-18 RFP Breach of Law
- T2.2-19 Certificate of Acquaintance with Tender Document
- T2.2-20 Service Provider Integrity Pact
- T2.2-21 POPI Act form

## 1.3.2 Bonds/Guarantees/Financial/Insurance:

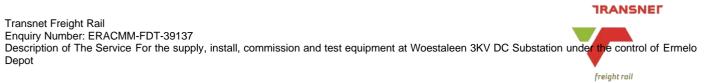
- T2.2-22 Insurance provided by the Contractor
- T2.2-23 Three (3) years audited financial statements

# 1.3.3 Transnet Vendor Registration Form:

T2.2-24 Transnet Vendor Registration Form

## 2. Contract Data

- 2.2 C1.1 Offer portion of Form of Offer & Acceptance
- 2.3 C1.2 Contract Data
- 2.4 C2.1 Pricing Instructions
- 2.5 C2.2 Price List
- 2.6 C3.1 Service Information
- 2.7 C4 Affected Property



# SBD 6.

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

This is to certify	that		
			(Company Name)
Represented by:			(Name and Surname)
Was represente	d at the compulsory tender clarifica	tion meeting	
Held at:			
On (date)		Starting time:	
Particulars of p	person(s) attending the meeting:	Signature	
Capacity			
Attendance of	the above company at the meetir	ng was confirmed:	
Name		Signature	
	For and on Behalf of the Employers Agent.	Date	

# T2.2.2 Eligibility Criteria Schedule - CIDB Grading Designation

#### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

### 2. Joint Venture (JV)

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

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

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

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# T2.2-3: Evaluation Schedule: 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:

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

- Ability to execute the works in terms of the *Employer*'s requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the 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 Program 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 Program 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.

Index of documentation attached to this schedule:		

## Note to tenderers:

### **Garn Chart**

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

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Part T2: Returnable Schedules

Depot

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

Scoring will be as follows:

Total Points 40	Capacity and Ability to meet Delivery Schedule
Score 0	Did not submit any proof of delivery schedule
Score 20	Contractor has indicated delivery schedule of > 6 weeks
Score 40	Contractor has indicated delivery schedule of > 5 - ≤ 6 weeks
Score 70	Contractor has indicated delivery schedule of > 4 - ≤ 5 weeks
Score 90	Contractor has indicated delivery schedule of > 3 - ≤ 4 weeks
Score 100	Contractor has indicated delivery schedule of ≤ 3 weeks

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

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

Please describe the management arrangements for the service.

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

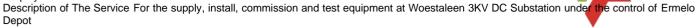
- 1. An organisation chart showing on-site and off-site management (including the key people and also identify the required legal appointments.)
- 2. CV's for people proposed for all identified posts including Safety Officer and Quality Assurance Representative.
- 3. Details of the location (and functions) of offices from which the works will be managed.
- 4. Details of the experience of the staff who will be working on the works with respect to:
  - Working with the NEC3 Term Service Contract Option chosen for this contract. If staff experience of these
    matters is limited, an indication of relevant training that they have attended would be helpful.
- 5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.
- Respondent to submit the following certificates:
- Trade Test Electrical or equivalent proof of qualification to be certified by an authorized body
- Crane Operating Certificate and Working at heights Certificate

Note: Valid C-Green certificate (can be submitted after contract awarded)

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

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The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the management of CV and qualification submitted by the Tenderer

Management & CV's of Key Persons and qu	Management & CV's of Key Persons and qualifications = 20			
0 = No proof of qualification and CV's submit	tted			
40 = CV's submitted with certificates but not re	elated to Electrical			
70 = CV's submitted without Trade Test –Elec	trical			
90 = Trade Test – Electrical submitted without	CV's			
100 = CV's and Trade Test – Electrical submitted				
Signed	ned Date			
Name	Position			
Tenderer				

freight rail

Depot

# T2.2-5 Evaluation Schedule: Previous Experience in installing equipment of substations

### Note to tenderers:

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

- Installation and commissioning substation
- A list of past / current comparable projects.

Client	Client contact details	Project Description	Year of projectContract Value completion	ue

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

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Previous Experience in yard lights and medium voltage = 40



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

<ul><li>0 = Did not submit any proof of award and comple equipment of substations</li></ul>	etion letters of experience in installing
40 = Contractor has experience in installing equip one to two (0 -2) projects and submitted previous completion certificates	•
70 = Contractor has experience in installing equip three (3) projects and submitted previous PO's/ap certificates	•
90 = Contractor has experience in installing equip four (4) projects and submitted previous PO's/app certificates	· · · · · · · · · · · · · · · · · · ·
100 = Contractor has experience in installing equifive (5) projects and submitted previous PO's/app certificates	•
NB: If the above information not provided, it will h scoring	have a negative influence on your technical evaluation
Signed	Date
Name	Position

Tenderer

### Depot

# 2.1.3 Returnable Schedules: General:

# T2.2-6: Health and Safety Questionnaire

_	OAFE WORK BEREO	DMANOE				
1.	SAFE WORK PERFO	RMANCE				
1A.	Injury Experience / His	torical Performand	e - All	oerta		
Use t	he previous three years	s injury and illnes	ss rec	ords to complete	e the following:	
Year						
Numb	per of medical treatment of	cases				
Numb	per of restricted workday	cases				
	per of lost time injury case	es				
Numb	per of fatal injuries					
Total	recordable frequency					
Lost t	ime injury frequency					
Numb	per of worker manhours					
				l		
1 - M	edical Treatment Case				ng treatment provine direction of a ph	
2 – R	estricted Work Day				events a worker fr	om performing
	Case	any of his/her cr	aft juri	sdiction duties		
3 – Lo	ost Time injury Cases	Any occupationa work for at least		•	e worker from perf	orming any
4 – To	otal Recordable			· ·	stricted Work and I	
	Frequency	·			d by total manhou	
5- Lo	st Time Injury	Total number of	Lost T	ime Injury cases	multiplied by 200,0	000 then divide
	Frequency	by total manhou	rs			
1B.	Workers' Compensation	on Experience				
Use t	he previous three years	s injury and illnes	ss rec	ords to complete	e the following (if	applicable):
	Industry Code:		Indu	stry Classification:		
Year						
Indus	try Rate					
Contr	actor Rate					
% Dis	scount or Surcharge					
	ır Workers' Compensatio	n account in good		Yes	•	
stand				☐ No		
(Plea	se provide letter of confin	mation)				
	CITATIONS					
<b>2.</b> 2A.	CITATIONS  Has your company been	cited charged or	nrose	ecuted under Hea	Ith Safety and/or F	-nvironmental
۷۸.	Legislation in the last 5		prose	catea anaci i ica	itii, Galety alia/of t	Invironmental
	☐ Yes ☐ No	,				
	If yes, provide details:					
}	, , <sub>1</sub>					

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n under the control of Ermelo	,

freight rail

2B.	Has your company been cited Country, Region or State?	, charge	d or pro	secuted under the above Legislation	on in anoth	ner
	☐ Yes ☐ No					
	If yes, provide details:					
3.	CERTIFICATE OF RECOGN	IITION				
	Does your company have a Ce	ertificate	of Reco	ognition?		
	Yes No If Yes, what	is the Ce	ertificate	No Issue Dat	te	
4.	SAFETY PROGRAM  Do you have a written safety p	rogram i	manual	?	'es	□ No
	If Yes, provide a copy for revie	-	mariaai		00	
	Do you have a pocket safety b		or field o	distribution?	'es	☐ No
	If Yes, provide a copy for revieu Does your safety program con		followin	a elements:		
	_ 100 just outsty program out	YES	No	g3 <b></b>	YES	No
Core	PORATE SAFETY POLICY			EQUIPMENT MAINTENANCE		
INCID	ENT NOTIFICATION POLICY			EMERGENCY RESPONSE		
RECO	DRDKEEPING & STATISTICS			HAZARD ASSESSMENT		
REFE	RENCE TO LEGISLATION			SAFE WORK PRACTICES		
GENE	ERAL RULES & REGULATIONS			SAFE WORK PROCEDURES		
Prod	GRESSIVE DISCIPLINE POLICY			WORKPLACE INSPECTIONS		
RESF	PONSIBILITIES			INVESTIGATION PROCESS		
PPE	STANDARDS			TRAINING POLICY & PROGRAM		
Envii	RONMENTAL STANDARDS			COMMUNICATION PROCESSES		
Modi	FIED WORK PROGRAM					
5.	TRAINING PROGRAM					
5A.	Do you have an orientation p	rogram f	or new	hire employees?	☐ No	
	If Yes, include a course outling	ne. Does YES		de any of the following:	VEC	No
GENE	ERAL RULES & REGULATIONS	TES	No	CONFINED SPACE ENTRY	YES	No
	RGENCY REPORTING			TRENCHING & EXCAVATION		
INJUR	RY REPORTING			SIGNS & BARRICADES		
LEGIS	SLATION			DANGEROUS HOLES & OPENINGS		
Righ	T TO REFUSE WORK			RIGGING & CRANES		
PERS	SONAL PROTECTIVE EQUIPMENT			MOBILE VEHICLES		
EMER	RGENCY PROCEDURES			PREVENTATIVE MAINTENANCE		
Proj	ECT SAFETY COMMITTEE			HAND & POWER TOOLS		
Hous	SEKEEPING			FIRE PREVENTION & PROTECTION		
LADD	ERS & SCAFFOLDS			ELECTRICAL SAFETY		

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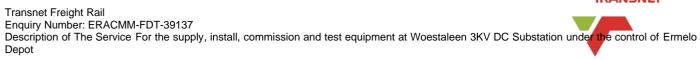
Transnet Freight Rail Enquiry Number: ERACMM-FDT-39137

Enquiry Number: ERACMM-FDT-39137 Description of The Service For the supply, inst Depot	all, commis	ssion and	test equipment at Woestaleen 3KV DC S	ubstation unde	er the control	of Ermelo
FALL ARREST STANDARDS			COMPRESSED GAS CYLINDERS		freight rail	
AERIAL WORK PLATFORMS			WEATHER EXTREMES			

AERIAL	WORK PLATFORMS	$\Box$		WEATHER EXTREMES		$\sqcup$
5B.	Do you have a program for tr	_	•	·	☐ No	
	(If Yes, submit an outline for			it include instruction on the following:	V	NIa
		Yes	No		Yes	No
	YER RESPONSIBILITIES			SAFETY COMMUNICATION		
	YEE RESPONSIBILITIES			FIRST AID/MEDICAL PROCEDURES		
DUE DII	LIGENCE			NEW WORKER TRAINING		
	LEADERSHIP			ENVIRONMENTAL REQUIREMENTS		
Work I	REFUSALS			HAZARD ASSESSMENT		
INSPEC <sup>®</sup>	TION PROCESSES			PRE-JOB SAFETY INSTRUCTION		
EMERG	ENCY PROCEDURES			DRUG & ALCOHOL POLICY		
INCIDEN	IT INVESTIGATION			PROGRESSIVE DISCIPLINARY POLICY		
SAFE W	ORK PROCEDURES			SAFE WORK PRACTICES		
SAFETY	MEETINGS			NOTIFICATION REQUIREMENTS		
6.	SAFETY ACTIVITIES					
	Do you conduct safety inspec	ctions?		Yes No Weekly Mont	hly Qu	uarterly
	Describe your sefety inepecti	on proce	oo (inalı	ude participation, decumentation requir	omonto	
	follow-up, report distribution).		55 (IIICIC	ide participation, documentation requir	ements,	
	Who follows up on inspection	n action	itame?			
	Do you hold site safety meeti			lovees? If Yes, how often?		
	Do you floid site safety fliceti	1195 101 11	old omp	Yes No Daily Wee	ekly Bi	weekly
					]	
	Do you hold site meetings wh	nere safe	ty is add	dressed with management and field su	pervisors	;?
				Yes No Weekly Biwe	ekly M	/lonthly
					<u></u>	
	Is pre-job safety instruction p	rovided b	etore to	<u> </u>	No	
	Is the process documented? Who leads the discussion?			☐ Yes ☐ No		
	Do you have a hazard assess	ment nr	ncess?	☐ Yes ☐ No		
	•	-			nmunica	tod and
				yes, how are hazard assessments con sponsible for leading the hazard assess		
	Does your company have p	oolicies a	and pro	cedures for environmental protection	, spill cle	ean-up,
	reporting, waste disposal, and	d recyclir	ng as pa	rt of the Health & Safety Program?		
				☐ Yes ☐ No		
	How does your company mea		H&S su	ccess?		
	<ul> <li>Attach congrate cheet to</li> </ul>	ovoloin				

Attach separate sheet to explain

Part T2: Returnable Schedules





7.	SAFETY STEWARDSHIP					
7A	Are incident reports and report summaries	sent to the f	ollowin	g and how	often?	
		Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Managing Director					
	Safety Director/Manager					
	/Chief Executive Officer					
7B	How are incident records and summaries ke	ept? How of	ten are	they repor	ted internally	?
		Yes	No	Monthly	Quarterly	Annually
	Incidents totaled for the entire company					
	Incidents totaled by project					
	Subtotaled by superintendent					
	Subtotaled by foreman					
7C	How are the costs of individual incidents ke					
	Costs totaled for the entire company	Yes	No	Monthly	Quarterly	Annually
	Costs totaled by project					
	, , ,					
	Subtotaled by superintendent	🗆				
7D	<ul> <li>0Subtotaled by foreman/general foreman</li> <li>Does your company track non-inj</li> </ul>		Ш			
inciden		шу				
		Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
8	PERSONNEL					
	List key health and safety officers planned f			ach resume		
	Name   Supply name, address and phone numb	Position Position		nv's corpo	Designati rate health	
	representative. Does this individual have					
	environment?  Name	Add	race	1 -	Telephone N	umher
	Other responsibilities:	Add	1633	I	i elepitorie iv	umber
9	REFERENCES					
	List the last three company's your form				verify the q	uality and
	management commitment to your occupation  Name and Company	onal Health Add		ty program	Phone Nun	nher
	rianio and Company	, laa	. 555			

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# T2.2-7 Health and Safety Cost Breakdown

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

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

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

Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo



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# T2.2-8 Authority to submit a Tender

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

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

A. Certificate for Co		on of the board of directors	
	hereby confirm that by re	solution of the board taken on (date),	
Mr/Ms	, acting in	the capacity of	
, was authorise behalf of the company	· ·	n with this tender offer and any contract resulting from it c	nc
Signed	Date		
Name	Position	Chairman of the Board of Directors	

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# **B.** Certificate for Partnership

hereby autho	orise Mr/Ms	acting in the cap	acity of
	, to sign all documents in	connection with the tender offer	for Contrac
	and any contract resulting from it	on our behalf.	
Name	Address	Signature	Date
Name	Address	Signature	Date
Name	Address	Signature	Date
Name	Address	Signature	Date
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.



^	Certificate	for	laint	Vantura
U. '	Certificate	IOI v	JUILL	venture

•	. Certificate for Joint Venture			
V	Ve, the undersigned, are submitting the	nis tender offer in Joint Venture a	and hereby authorise Mr/Ms	
	, an a	authorised signatory of the compa	any	
	, actir	ng in the capacity of lead partne	r, to sign all documents in connectio	n with the
te	ender offer for Contract		and any contract resulting	ng from it
0	n our behalf.			
	This authorisation is evidenced by the artners to the Joint Venture.	e attached power of attorney sign	ned by legally authorised signatories	of all the
p li	Furthermore, we attach to this Schedulartners are liable jointly and severally abilities, receive instructions and payerally of any and all the partners.	for the execution of the contract	and that the lead partner is authorise	ed to incur
			Authoricia a cianotano acono (in	
	Name of firm	Address	Authorising signature, name (in caps) and capacity	



D. Certificate for Sole Proprietor		
l,	_, hereby confir	rm that I am the sole owner of the business trading as
		<del>.</del>
Signed	Date	
Name	Position	Sole Proprietor
Name	i osition	Colo i Tophictor



# T2.2-9 Availability of plant and equipment for installation and commissioning in substations

Number of Equipment	List of Plant and Equipment – Description	Hourly Rate
Signed	Date	
Name	Position	
Tenderer		



Depot

# T2.2-10: 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.

Depot

# T2.2-11 Letter/s of Good Standing with the Workmen's Compensation Fund

Attached to this schedule is the Letter/s of Good Standing.
1.
2.
3.
4.
Name of Company/Members of Joint Venture:

# T2.2-12: Risk Elements

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

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

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

/		
/		

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

# T2.2-13: Schedule of Proposed Subcontractors

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

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

Provide information of the Sub-contractors below:

	me of Prop Subcontrac		Addre	ss	N	Nature of work	Amount of Worked		
% Black Owne d	ЕМЕ	QSE	Youth	Wome	en	Disabilities	Rural/ Underdevelop areas/ Townsh		Military Vetera ns

1)

Name of Proposed Subcontractor		Addre	dress Nature of work		Amount of Worked		centage f work		
% Black Owne d	EME	QSE	Youth	Wom	en	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Vetera ns
	Name of Proposed Subcontractor		Address Nature of work		Amount of Worked		centage f work		
% Black Owne d	ЕМЕ	QSE	Youth	Wom	en	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Vetera ns

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	Name of Proposed Subcontractor		Addre	ss	N	Nature of work	Amount of Worked	Per	centage f work
% Black Owne d	EME	QSE	Youth	Wome	en	Disabilities	Rural/ Underdevelop areas/ Townsh		Military Vetera ns

2)

# T2.2-14: Affected Property Establishment Requirements

Tenderers to indicate their Affected Property establishment requirements:

Depot

T2.2-15 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 enterpri	se:						
Section 2:	VAT registration number, if any:							
Section 3:	CIDB registration number, if any:							
Section 4:	CSD number:			<u>—</u>				
Section 5:	Particulars of sol	e proprietors and partners	in partnerships					
Name		Identity number	Person	nal income tax number				
* Complete	only if sole proprieto	or or partnership and attach s	separate page if mo	ore than 3 partners				
Section 6:	Particulars of co	mpanies and close corpora	ntions					
Company re	Company registration number							
Close corpo	ration number							
Tax reference	ce number:							
•								
Section 7: requiremen		6 must be completed for e	ach tender and be	attached as a tender				
Section 8: requiremen		4 must be completed for e	ach tender and be	attached as a				

TRANSNET

Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot



freight rail

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		

Depot

**SBD 6.1** 

#### PREFERENCE POINTS CLAIM FORM

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

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

### 1. GENERAL CONDITIONS

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

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

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

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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
- "Price" includes all applicable taxes less all unconditional discounts. (h)
- "Proof of B-BBEE Status Level of Contributor" (i)
  - 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.
- "QSE" means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) (j) 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.

#### 3. POINTS AWARDED FOR PRICE

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

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

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

Where

Points scored for comparative price of bid under consideration Ps

Pt Comparative price of bid under consideration

Comparative price of lowest acceptable bid Pmin

## POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

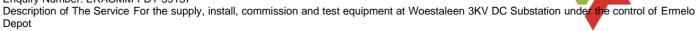
B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency 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 <sup>1</sup>	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

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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.

#### **BID DECLARATION** 5.

	(Tick applicable box)
7.1	Will any portion of the contract be sub-contracted?
7.	SUB-CONTRACTING
	(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.
6.1	B-BBEE Status Level of Contribution: . =(maximum of 20 points)
6.	B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1
5.1	Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

YES	NO	

If yes, indicate:

-	
i)	What percentage of the contract will be subcontracted%
ii)	The name of the sub-contractor
iii)	The B-BBEE status level of the sub-contractor
iv)	Whether the sub-contractor is an EME or QSE.
	(Tick applicable box)
	YES NO

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7.1.1

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under the control of	Ermelo

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8.	DECLARATION WITH REGARD TO COMPANY/FIRM
8.1	Name of company/firm:
8.2	VAT registration number:
8.3	Company registration number:
8.4	TYPE OF COMPANY/ FIRM
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Company</li> <li>□ (Pty) Limited</li> <li>[TICK APPLICABLE BOX]</li> </ul>
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
8.6	COMPANY CLASSIFICATION
	<ul> <li>□ Manufacturer</li> <li>□ Supplier</li> <li>□ Professional Supplier</li> <li>□ Other Suppliers, e.g. transporter, etc.</li> <li>[TICK APPLICABLE BOX]</li> </ul>
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

- 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;

foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 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

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freight rail



Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot

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	SIGNATURE(S) OF BIDDERS(S)
2	DATE:



Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot

### **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.

Full Name Identity Number Name of State institution		Full Name Identity Number Name of State institution
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Do you,	pers	Do you,
		connected with the bidder, have a relationship with any person who is employed by the procuring in
	with the bloder, have a relationship with any person who is employed by the procuring institution	
ii 30, iuriisii particulais.		ii 30, iditiisti particulais.
		•
YES/NO	with the blader, have a relationship with any person who is employed by the procuring institution	YES/NO
If so, furnish particulars:	with the blader, have a relationship with any person who is employed by the procuring institution	If so, furnish particulars:
		·

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

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**DECLARATION** 

3

Transnet Freight Rail
Enquiry Number: ERACMM-FDT-39137
Description of The Service For the support

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١,	the	undersigned	, (name)								in	submitti	ng	the
ac	comp	panying bid, o	do hereby	make the	following	statements	that I	certify	to be	true a	ind c	omplete ii	n ev	ery/
re	spect	t:												

- 3.1 I have read and I understand the contents of this disclosure:
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 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

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

# **T2.2-16 NON-DISCLOSURE AGREEMENT**

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory
THIS AGREEMENT is made effective as of day of
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

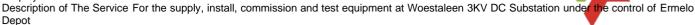
#### IT IS HEREBY AGREED

#### 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 [**RFP**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether

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before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

#### 2. **CONFIDENTIAL INFORMATION**

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

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the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

### 3. RECORDS AND RETURN OF INFORMATION

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

## 4. ANNOUNCEMENTS

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

### 5. DURATION

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

#### 6. PRINCIPAL

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

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#### 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		

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# **T2.2-17: RFP DECLARATION FORM**

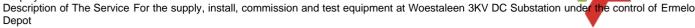
	ME OF COMPANY:
vve	do hereby certify that:
1.	Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2.	we have received all information we deemed necessary for the completion of this 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:

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.

your response and may preclude a Respondent from doing future business with Transnet]

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of

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- 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 T2.2-25 "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 <u>material complaint</u> 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 <a href="https://www.transnet.net">www.transnet.net</a>.

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

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

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

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Transnet Freight Rail
Enquiry Number: ERACMM-FDT-39137
Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot



# T2.2-18: REQUEST FOR PROPOSAL - BREACH OF LAW

NAME OF COMPANY:	
I / We	or other administrative body. The
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 excluprocess, should that person or company have been found guilty of a serious brea obligation.	
Signed on this day of 20	
SIGNATURE OF TENDER	

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NAME OF TENDEDING ENTITY.

Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot



# T2.2-19: Certificate of Acquaintance with Tender Documents

NAIVIE 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;

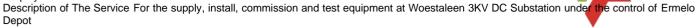
d) the intention or decision to submit or not to submit, a Tender;

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.

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- 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
			_	
CIONATURE	C TEND	CDED		
SIGNATURE C	I LENL	ドストス		

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Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot



# T2.2-20: 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")

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Depot

#### **PREAMBLE**

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

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

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

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

### 1 **OBJECTIVES**

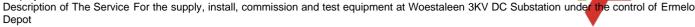
- 1.1 Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
  - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
  - b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

### 2 COMMITMENTS OF TRANSNET

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

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

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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 anticorruption laws of South Africa or any other country. Furthermore, the Tenderer/Service

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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.
- 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

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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.

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#### 5 DISQUALIFICATION FROM TENDERING PROCESS

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

### 6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted 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 around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted 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.

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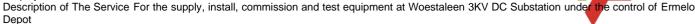
- A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a 6.6 blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated 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.
- 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

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

#### 8 SANCTIONS FOR VIOLATIONS

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

### 9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
  - a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
  - Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Tenderer / Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:
  - a) must disclose the interest and its general nature, in the Request for 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.

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### 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph Error! Reference source not found. above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
  - a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds;
  - b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
  - c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
  - d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

#### 11 GENERAL

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

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

duly authorised by the tendering entity, hereby certify that the tendering are <b>fully acquainted</b> with the contents of the Integrity Pact and further <b>agree to abide by it</b> in full.
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TRANSNET CONFIDENTIAL INFORMATION

Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot



# **T2.2.21 PROTECTION OF PERSONAL INFORMATION (For normal contract)**

- 1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):
  - consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:
  - Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
- 5. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
- 7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
- 8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

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

Respondents are required to provide consent below:

that the Respondent submitted.

	l							
12.	Further, the Respond	lent declares th	at they have ob	otained all cons	ents pertaining to	o other data	a subject's per	rsonal
	information included	in its submissi	ion and thereb	y indemnifying	Transnet agains	st any civil	or criminal a	ction,

NO

13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

administrative fines or other penalty or loss that may arise as a result of the processing of any personal information

Signature of Respondent's authorised representative: \_\_\_\_\_\_

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

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# T2.2-22: Insurance provided by the *Contractor*

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

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

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

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the Joint Venture.

Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot



# T2.2-23: Three (3) years audited financial statements

NAME OF COMPAN	IY/IES and INDEX OF AT	TACHMENTS:	

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



T2.2-24 SUPPLIER DECLARATION FORM

# **VENDOR REGISTRATION**

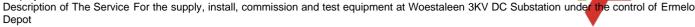
		Stamped/Certified by the Bank, Dated and Less than 3 months old	
1.	Proof of Banking	Confirmation of Bank Letter must contains the Name and Signature of BankOfficial.	
	Details	If online verification is possible (e.g. FNB) – printout of online verification	
2.	TAX Certificateand VAT Registration	Current SARS TAX Compliance Status Verification PIN document (obtainable from SARS eFiling) (TAX Status Must Be "Compliant/Active" when verified withSARS)  Copy of "SARS VAT 103" form / SARS confirmation for proof of VATregistration	
		If No VAT; Affidavit or Solemn Declaration on VAT Registration Status to besubmitted	
3.	Proof of registratio	Company registered before 1 May 2011: CM1 – Incorporation of aCompany Company registered after 1 May 2011: CoR 14.3 – CompanyRegistration Certificate	
4.	Proof of Ownership / Managemen t	Company registered before 1 May 2011  CM29 – Contents of Register of Directors, Auditors and Officers  Company registered after 1 May 2011  COR 15.1 Memorandum of Incorporation -MOI  COR 39 – Contents of Register of Directors, Auditors and Officers Clear certified copy of Identity Document/s of Directors. If company has >5 directors, only 5 IDs are required	
		EME (Turnover below R10m)	
		<ul> <li>EME Affidavit signed by EME</li> <li>NO certificates by SANAS accredited BBBEE verification agencyaccepted</li> <li>NO accountant letters are accepted</li> </ul>	
	BBBEE	QSE (Turnover between R10m and R50m)	
5.		IF >51% black owned  QSE Affidavit signed by QSE or Certificate by SANAS accreditedverification agency  NO accountant letters are accepted	
		IF < 51% black owned, certificate by SANAS accredited BBBEE verification agency	
		Large enterprise (Turnover above R50m)	
		Certificate by SANAS accredited BBBEE verification agency	
		Non-compliant (No certificate / In process of certification / Level 9 certificate)  Confirmation that supplier is not BBBEE compliant. An	
		email issufficient.	
6.	Proof of CSD registration	MAAA number	
	i egisti attori		

# **ANNEXURE A: SUPPLIER DECLARATION FORM**

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Part T2: Returnable Schedules

Transnet Freight Rail Enquiry Number: ERACMM-FDT-39137





Important Notice: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at https://secure.csd.gov.za/ before applying to Transnet. CSD Number (MAAA xxxxxxx): Company Trading Name Company Registered Name Company Registration No Or ID No If a Sole Proprietor Company Income Tax Number Sole Proprietor CC Trust Pty Ltd Limited Partnership Personal State Owned Non-profit National Govt **Provincial Govt** Local Govt Liability Co Form of Entity (NPO's or NPC) Co Educational Specialised Financial Foreign Branch Joint Venture Foreign International Institution Profession Institution Öffice Did your company previously operate under another name? No Yes (If YES state the previous details below) **Trading Name** Registered Name Company Registration No Or ID No If a Sole Proprietor CC Trust Pty Ltd Limited Partnership Sole Proprietor Non-profit Personal State Owned National Govt Provincial Govt Local Govt Form of Entity (NPO's or NPC) Liability Co Co Foreign Branch Educational Specialised Financial Joint Venture Foreign International Institution Institution Profession Office Your Current Company's VAT Registration Status VAT Registered Not VAT Registered (please attach relevant supporting document for VAT) **VAT Registration Number** If Exempted from VAT registration, state reason and submit proof from SARS in confirming the exemption If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your "Non VAT Registration Status" must be renewed and confirmed annually. Company Banking Details Account Holder Name Universal Branch **Bank Account Number** Code Company Physical Address Code Company Postal Address Code Telephone Number **FAX Number** E-Mail Address Company Website Address

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TRANSNET





Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot

Company Contact Person													
Designation													
Telephone Number													
Main Product / Service Su Stationery / Consulting /La													
Is your company a Labour	Broker?	YES						NO					
How many personnel does employ? (please state nur		Full Tir	me					Part	Time				
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.													
Most Recent Financial Year's Annual Turnover		-D10 I	A-111-			>R1	I O Mil	llion		>R	50 Mill	ion	
Turnover	ai S Ailliuai	_	Million <b>ME</b>			<r5< td=""><td>0 Mil</td><td>llion</td><td></td><td>E</td><td>Large nterpri</td><td></td><td></td></r5<>	0 Mil	llion		E	Large nterpri		
Turnover  Does your company have		E	ME			<r5< td=""><td>QSE</td><td>llion</td><td></td><td>E NC</td><td>nterpri</td><td></td><td></td></r5<>	QSE	llion		E NC	nterpri		
	a valid Proof of B-BE	E BEE Stat	ws?	1	2	YES	QSE	llion	5		nterpri		9
Does your company have	a valid Proof of B-BE d Based BEE status ip	BEE State (Level 1	ws? to 9)	1	2	YES	QSE 3	llion	5	NC	nterpri	se	9
Does your company have Please indicate your Broad Majority Race of Ownersh	a valid Proof of B-BE d Based BEE status ip	BEE State (Level 1	us? to 9) pmpany) % Bla	1 ack Wo	ome	YES	QSE 3	llion	% BI	6 White	nterpri	8 8	9

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

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

Supplier Development Information Required					
EMPOWERING SUPPLIER	YES	0	NO	0	
FIRST TIME SUPPLIER	YES	0	NO	0	
SUPPLIER DEVELOPMENT PLAN	YES	0	NO	0	
DEVELOPMENT PLAN DOCUMENT	If Yes - Attac	h supporting d	locuments		
ENTERPRISE DEVELOPMENT BENEFICIARY	YES	0	NO	0	
SUPPLIER DEVELOPMENT BENEFICIARY	YES	0	NO	0	
GRADUATION FROM ED TO SD BENEFICIARY	YES	0	NO	0	
ENTERPRISE DEVELOPMENT RECIPIENT	YES	0	NO	0	

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

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Part T2: Returnable Schedules

## **Appendix I**

Affidavit or Solemn Declaration as to VAT Registration Status

Affidavit or Solemn Declaration			
l,		_solemnly	swear/declare
that;		is not a	registered VAT
vendor and is not required to register as a VAT vendor bec	ause the combinedvalu	ue of taxable s	supplies made by
the provider in any 12 month period has not exceeded or	is notexpected to exc	eed R1 millio	on threshold, as
required in terms of the Value Added Tax Act.			
Signature:			
Designation:			
Deter			
Date:			
Commissioner of Oaths			
Thus signed and sworn to before me atc	on this the	da	y of
20			
the Deponent having knowledge that he/she knows and he/she has no objection to taking the prescribed oath, which that the allegations herein contained are all true and correction.	ch he/she regards bind		
Commissioner of Oaths (Signature & Stamp)			

Page 1 of 1

# Appendix II

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

Affidavit or Solemn Declaration		
I,		solemnly swear/declare
that;		
employs <b>Three or more full time employees</b> , whethe services of the organisation and are not connected to the connected to the organisation and the connected to the connected t		•
Signature:		
Designation:		
Date:		
Commissioner of Oaths		
Thus signed and sworn to before me at		day of
the Deponent having knowledge that he/she knowledge that the allegations herein contained are all true allegations herein contained that the allegations herein contained that he/she knowledge that the allegations herein contained the he/she knowledge that the allegations herein contained the he/she knowledge that he/she knowledge that the he/she knowledge that he/she know	oath, which he/she regards	
Commissioner of Oaths (Signature & Stamp)		
Affidavit or Solemn Declaration as to number of e	mployees	Page 1 of 1

SWORN AFFIDAVIT: B-BBB	EE for EXEN	MPTED MICRO ENTERPRISE
I, the undersigned,		
Full name & Surname		
Identity number		
Hereby declare under oath a	as follows:	
		are to the best of my knowledge a true reflection of the facts. er of the following enterprise and am duly authorized to act on its
Enterprise Name:		
Trading Name (If Applica	ble):	
Registration Number:		
Enterprise Physical Addr	ess:	
Type of Entity (CC, (Pty) I Sole Prop etc.):	Ltd,	
Nature of Business:		
Definition of "Black Peop	le"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians — Who are citizens of the Republic of South Africa by birth or descent; or Who became citizens of the Republic of South Africa by naturalization—i. Before 27 April 1994; or i. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
Amended Codes of asAmended by Act  The Enterprise is	Good Practing No 46 of 20	% Black Woman Owned as per Amended Code Series 100 of ractice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as
<ul> <li>The enterprise is</li> <li>the Amended Code:</li> </ul>		%Black youth owned; as per Amended Code Series 100 of ractice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as

Sworn Affidavit – B-BBEE Exempted Micro Enterprise

Amended by Act No 46 of 2013;

•		k disabled owned; as per Amen	
	ended Codes of Good Practice is ded by Act No 46 of 2013;	ssued under section 9 (1) of B-BB	EE Act No 53 of
<b>areas</b> as per A		Black people living in rural ar Amended Codes of Good Practice d by Act No 46 of 2013;	
the Amended (		nilitary veterans as per Amended ander section 9 (1) of B-BBEE Act	
	nanagement accounts and other d not exceed R10, 000,000.00 (	information available for the ten million rand).	financial year,
Please confirm on the t	able below the B-BBEE level co	ntributor, <b>by ticking the applica</b> b	ile box.
100% black owned	Level One (135% B-BBEE prod	curement recognition)	
More than 51% blackowned	Level Two (125% B-BBEE prod	curement recognition)	
Less than 51% blackowned	Level Four (100% B-BBEE pro	curement recognition)	
consider the oath bindi matter.	ng on my conscience and on the	d I have no objection to take the pee Owners of the Enterprise which onths from the date signed by con	I represent in this
Deponent Signature			
Date			
Commissioner of Oat	hs		
Name & Surname		Signature & Stamp	

5.

### APPENDIX IV

## SWORN AFFIDAVIT: B-BBEE for QUALIFYING SMALL ENTERPRISE (Generic) I, the undersigned, Full name & Surname Identity number Hereby declare under oath as follows: 1. The contents of this statement are to the best of my knowledge a true reflection of the facts. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on itsbehalf: **Enterprise Name:** Trading Name (If Applicable): **Registration Number: Enterprise Physical Address:** Type of Entity (CC, (Pty) Ltd, Sole Proprietor etc.) **Nature of Business: Definition of "Black People"** As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians -Who are citizens of the Republic of South Africa by birth or descent; or Who became citizens of the Republic of South Africa by naturalizationi. Before 27 April 1994; or On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date 3. I hereby declare under Oath that: % Black Owned as per Amended Code Series 100 of the The Enterprise is Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 asAmended by Act No 46 of 2013, The Enterprise is % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act

Sworn Affidavit: B-BBEE For Qualifying Small Enterprise (Generic)

No 46 of 2013, The enterprise is

No 46 of 2013,

Page 1 of 2

Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act

**% Black Youth owned**; as per Amended Code Series 100 of the

Substation

The enterprise is the Amended Codes of Good by Act No 46 of 2013,			•	
The enterprise is areas as per Amended Code B-BBEE Act No 53 of 2003 as A	Series 100 of the A	Amended Codes of 0		
<ul> <li>The enterprise is</li></ul>	nents/Managemen	section 9 (1) of B-BE at Accounts and othe , the annual <b>T</b> e <b>R50,000,000.00 (F</b>	BEE Act No 53 of 2003 as An er information available on t otal Revenue was betwe ifty Million Rands),	nended by Act thelatest een
Please Confirm on the below table  100% Black Owned	the B-BBEE Level		cking the applicable box.	
	procurement red			
At least 51% Black Owned	Level Two (125 procurement rec			
I know and understand the contents of the oath binding on my conscience and 5. The sworn affidavit will be valid for	d on the Owners o	f the Enterprise whi	ch I represent in this matte	
Deponent Signature				
Date				
Commissioner of Oaths				
Name a	and Surname			

4.

Description of The Service:For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot

# C1.1 Form of Offer & Acceptance

#### Offer

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

For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot

The tenderer, identified in the Offer signature block, has

either	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.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)		
Name(s)		
Capacity		
For the tenderer:		
(Insert name and address	of organisation)	
Name & signature of witness		Date
Tenderer's CIDB registration number:	:	

Enquiry Number: ERACMM-FDT-39137

Description of The Service:For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot

#### **Acceptance**

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Service Information

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

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

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

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

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

Signature(s)			
Name(s)			
Capacity			
for the Employer			
	(Insert name and address of organisation)		
Name & signature of witness		Date	

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Enquiry Number: ERACMM-FDT-39137

Description of The Service:For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot

#### Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

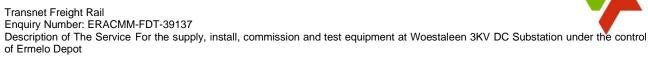
	For the tenderer:	For the Employer
Signature		
Name		
Capacity		
On behalf of	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness		
Date		



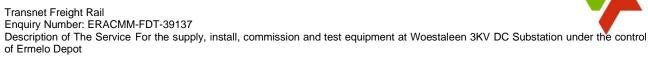
# C1.2 Contract Data

## Part one - Data provided by the Employer

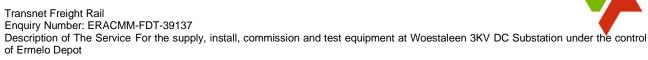
Clause	Statement	Data	ı		
1	General				
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:				
		A:	Priced contract with price list		
	dispute resolution Option	<b>W1</b> :	Dispute resolution procedure		
	and secondary Options				
		X2	Changes in the law		
		X18:	Limitation of liability		
		Z:	Additional conditions of contract		
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)				
10.1	The <i>Employer</i> is:	Transnet SOC Ltd			
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000			
	Having elected its Contractual Address for the purposes of this contract as:	Suppl Nzasr	net Freight Rail y Chain Services- Pretoria n Building er Minaar and Paul Kruger Street ria		
	Tel No.	012 3	15 2059		
10.1	The Service Manager is (name):	Sbong	giseni Ndlovu		



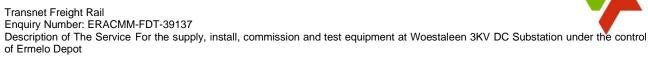
	Address	Transnet Freight Rail 22 Industry Road Ermelo 2350
	Tel	0839801797
	e-mail	Sbongiseni.ndlovu@transnet.net
11.2(2)	The Affected Property is	Woestaleen 3KV DC Substation
11.2(13)	The <i>service</i> is	For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot
11.2(14)	The following matters will be included in	
	the Risk Register	Live high voltage equipment-Electrocution.
		Live high voltage cables-Electric shock.
		High Voltage Testing instruments 1. Electrocution 2. Electric shock
		Improperly operated drilling machines- Body
		injuries
		Trip and fall- Body injuries
		Using defective/wrong hand tools- Hands and body injuries.
11.2(15)	The Service Information is in	The Scope of Services
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 language of this contract is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor'</i> s main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	To be advised
30.1	The service period is	2 weeks
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i> .
5	Payment	
5	rayment	



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 the Standard Bank South Africa.
6	Compensation events	Not applicable
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
80.1	These are additional <i>Employers</i> risks	Live high voltage equipment-Electrocution.  Live high voltage cables-Electric shock.  High Voltage Testing instruments 1. Electrocution  2. Electric shock
		Improperly operated drilling machines- Body injuries  Trip and fall- Body injuries
		Using defective/wrong hand tools- Hands and body injuries
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000	



83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 weeks
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than	2 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The Adjudicator nominating body is:	
	If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The arbitration procedure is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Pretoria
	The person or organisation who will choose an arbitrator  if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)



12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X18	Limitation of liability	
X18.1	The <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 of an item of Equipment 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 the excluded matters, is limited to	Total of the Prices.
X18.5	The <i>end of liability date</i> is	3 years after the end of the service period.
Z	Additional conditions of contract	
<b>Z1</b>	Obligations in respect of Termination	
Z1.1		The following will be included under core clause 91.1:
		In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and
		Under the second main bullet, insert the following additional bullets after the last sub-bullet:  • commenced business rescue proceedings (R22)  • repudiated this Contract (R23)
Z1.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows:
		Amend "A reason other than R1 $-$ R21" to "A reason other than R1 $-$ R23"
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."



Transnet Freight Rail
Enquiry Number: ERACMM-FDT-39137
Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot

Right Reserved by Transnet to Conduct Vetting through SSA			
	Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:		
	<ol> <li>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.</li> </ol>		
	<ol> <li>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.</li> </ol>		
	<ol> <li>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.</li> </ol>		
Additional clause relating to Collusion in the Construction Industry			
	The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.		
Protection of Personal Information Act			
	The <i>Employer</i> and the <i>Contractor</i> 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		
	Additional clause relating to Collusion in the Construction Industry		

# C1.2 Contract Data

## Part two - Data provided by the Contractor

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor</i> 's plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key person's data including CVs) are in

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Description of The Service For the supply, install, commission and test equipment at Woestaleen 3KV DC Substation under the control of Ermelo Depot

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



# **C2: Pricing Data**

**PART C2: PRICING DATA** 

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Price List	3

## **C2.1 Pricing instructions: Option A**

#### 1.1 The conditions of contract

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

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

**Identified** 11 and defined terms 11.2

- (17) The Price for Services Provided to Date is the total of
  - the Price for each lump sum item in the Price List which the Contractor has completed and

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- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.
- (19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

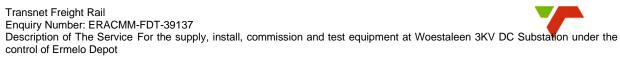
#### 1.3 Measurement and Payment

- 1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.
- 1.3.3 The Price List work breakdown structure provided by the Contractor is based on the activity/milestone provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.
- 1.3.4 The Contractor's detailed Price List summates back to the activity/milestone provided by the Employer and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.
- 1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.



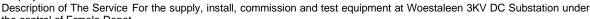
Item No	Description of Goods /Services	Quantity	Unit of Measure	Unit Delivered Price (ZAR) Excl. Vat (ZAR)	Total Delivered Price Excl. Vat (ZAR)
Α	SF6 PRIMARY CIRCUIT BREAKER				
1	Supply and install SF6 primary circuit breaker.	1	Each		
2.	Supply and install 2.5mm <sup>2</sup> 19 core control cable from the PCB control panel to the SF6 PCB.	30	m		
В	MAIN TRACTION TRANSFORMER				
3	Transport 5MVA Traction transformer from Ermelo Depot to Woestalleen Substation.	85	km		
4	The contractor shall supply and deliver Virgin Transformer Oil (in 210 litres drums)	40	Each		
5	Install 5MVA traction transformer	1	Each		
6	Supply and install wall bushing	6	Each		
7	Test and commissioning and perform following Tests on Traction Transformer Insulation Resistance Test Winding Resistance Test Turn Ratio Test	1	Each		
8	Supply and Deliver Aluminium busbar (50mm x 80mm) from the wall bushings to the Main transformer with flexible straps and busbars shall be painted in red.	30	m		
9	Oil purification 3 cycles	1	Each		
С	AUXILLIARY TRANSFORMER				
10	Supply and install 50kVA auxiliary transformer compatible to the existing main traction transformers.	1	Each		
11	Install all cabling for the auxiliary transformer.	1	Each		
D	CURRENT TRANSFOMERS				
12	The contractor shall supply and install three (3) current transformers.	3	Each		

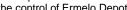
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E	RECTIFIER			
13	The contractor shall install 5MW rectifier	1	Each	
F	REACTOR COIL			
14	Install the existing reactor coil.	1	Each	
G	INDOOR EARTHING			
15	Connect the indoor earthing complete with the DC earth leakage.	1	Each	
Н	INTERLOCKING SYSTEM			
16	Supply and install the interlocking system.	1	Each	
I	OUTDOOR EARTHING			
17	Supply and install AC earth leakage.	1	Each	
18	Connect the existing outdoor earthing cables.	1	Each	
J	132kV AC DISCONNECTING SWITCH			
19	Supply and install new 132kV AC Disconnecting switch blades	6	Each	
K	PCB CONTROL PANEL			
20	Supply and install protection relays	5	Each	
21	TEST AND COMMISSIONING	1	sum	
22	P's and G's	1	sum	
23	Travelling	1	sum	
	Su	Sub-Total excluding VAT		
			Vat @ 15%	
	Gran	d Total excl	uding VAT	

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## **Service** Information

#### 1. Description of the service

The Contractor shall perform the following:

#### 1..1 High Voltage AC Primary Circuit Breakers

1.1.1 Supply and install SF6 primary circuit breaker compatible to the existing structure. The installation shall be according to specification BBB 5452 Ver 2 clause 12.0.

#### **Main Traction Transformer Works**

- 1.2.1 Install the existing main traction transformer in accordance with specification BBB 5019 and BBB 5452.
- 1.2.2 Supply the transformer oil for the main transformer and ensure it complies with SANS 555, and
- 1.2.3 Supply and install busbars with removable flexible connections from the main traction transformer to the anode wall bushings.
- 1.2.4 Supply and install material for transformer earthing.
- 1.2.5 The *Contractor* shall do all the connections to the main transformer.

#### 1.3 Auxiliary Transformer

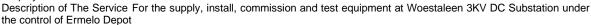
- 1.3.1 Supply and install 50kVA auxiliary transformer as per TFR specification BBB 8204 and installation specification BBB 5452 clause 15.0 and 16.0.
- 1.3.2 The auxiliary transformer shall be protected by means of an approved protection relay. The current transformers shall be mounted inside the auxiliary transformer tank.
- 1.3.3 The auxiliary transformer supplied shall be compatible to the existing main traction transformer.
- 1.3.4 The Contractor shall be responsible for supplying and installing of all cabling and ensuring that the automatic change-over panel existing is functional. The change –over panel contactors shall automatically connect the standby transformer to the 3 phase 400V auxiliary supply busbars in case of main power failure.
- 1.3.5 The design of the change-over system shall be such that no back feed is possible to the traction transformer or other circuitry when the change-over circuit is operated.
- 1.3.6 The installation (by Contractor) of the standby supply system shall be as per clause 45.5 of specification BBB 5452.

#### 1.4 Primary Current Transformers

- 1.4.1 Supply and install three (3) current transformers, in accordance with TFR specification BBB 0936, BBB 0937 and installation specification BBB 5452 clause 13.0
- 1.4.2 The current transformers (each) shall have the following ratings:

Voltage kV	CT (number of cores)	Ratio	VA rating	Class
132	Protection (1)	50/5	15	10P10

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132	Metering (2)	50/1	15	0.5
				i

#### 1.5 3kV DC Rectifier

- 1.5.1 Install 5 MW rectifier in accordance with specification BBB0496 Version 14 and clause 10 of specification BBB5452. The rectifier must be suitable for 12 pulse rectification.
- 1.5.2 Connect the rectifier to the negative busbar inside the substation. The busbar shall be inside the rectifier bay. The negative cables shall be run inside a trench.

#### 1.6 3kV DC Reactor Coil

1.6.1 Install the existing reactor coil with 1.8mH rating in accordance with specification BBB3890 Version 2 and clause 19 of specification BBB5452 but with a continuous current rating of 2000A.

#### 1.7 Indoor Earthing

- 1.7.1 Supply and install indoor earthing according to specifications BBB5452 clause 29 and BBB3059 Version 2 as well as drawings CEE-TBD-7 Version 11 and BBB3620 Version 5.
- 1.7.2 The frames and bases of all electrical equipment inside the substation shall be insulated from the substation floor.
- 1.7.3 Install the existing DC earth leakage relay.

#### 1.8 Interlocking System

1.8.1 Supply and install a 3kV DC substation interlocking system as per specification BBB5452 clauses 31 and 32

#### 1.9 Outdoor Earthing

- 1.9.1 Ensure outdoor earthing in accordance with TFR specification BBB 3059, installation specification BBB 5452 clause 30.0 and refer to drawing No. BBB 3620. Eskom and TFR earthing systems shall be connected (coupled) together to ensure that the systems are always at the same potential.
- 1.9.2 Supply and install an enclosed-type AC earth leakage current transformer, and the Contractor shall provide a polycarbonate box sized to house the current transformer and connections/terminals. If a weather resistant type CT is provided, it should be placed at the
- 1.9.3 The CT and GCB steelwork shall be insulated from the foundations and associated hold down bolts.
- 1.9.4 The Contractor shall test and ensure that the earth resistance between outdoor yard steelwork and earth mat, with the steelwork connected in parallel and disconnected from the AC earth system, is not less than 10 ohms.

#### 1.10 High Voltage AC Disconnecting Switch

1.10.1 Supply and install high voltage AC disconnecting switch blades and ensure the complete installation is in accordance with TFR specification BBB 7842 and installation specification BBB 5452 clause 12.0.



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#### 1.11 **Primary Circuit Breaker Panel**

- 1.12.1 Supply and install protection relays for the following functions;
- 1.12.1.1 Overcurrent monitoring
- 1.12.1.2 Fan fail
- 1.12.1.3 Fan running
- 1.12.1.4 Diode monitoring
- 1.12.1.5 400V supply fail

#### 1.12 **Testing and Commissioning**

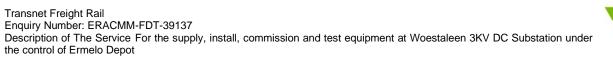
- 1.12.1 All outdoor tests, including ones in Appendix 2, shall be done in accordance with TFR specification BBB 5452 clause 49.0. Included in primary circuit breaker tests will be trip/close speed and contact resistance test before commissioning and handing over.
- 1.12.2 The Contractor shall supply all test equipment and instruments required to perform these tests.
- 1.12.3 Traction transformer tests shall be done in accordance with TFR specification 5019 clause 11.
- 1.12.4 Type test certificates for all equipment offered shall be submitted with the tenders while routine test certificates are submitted with equipment.
- 1.12.5 The contractor shall be responsible for commissioning all equipment installed.
  - **Quality and Inspection**
  - The Contractor shall apply 14 days in advance for the date of energizing.
  - The Contractor shall be responsible to issue a compliance certificate in terms of SANS 0142 for each site before energizing of the equipment shall take place.

#### 2. Drawings

Drawing number	Revision	Title
Earthing arrangement for traction substations	CEE-TBD-0007	

#### 3. Specifications

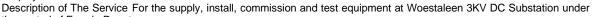
3.1. South African National Standards		Original revision	Revised
SANS 1091	National colour standard		
SANS 763	Hot dip galvanised zinc coating		
SANS 121	Hot Dip Galvanised Coating for Fabricated iron or Steel Article.		
SANS 0555. 2007	Unused and reclaimed mineral insulating oil for transformer and switchgear.		





SANS 8528	Reciprocating internal combustion engine driven alternating current generating set.		
SANS 1006	64. 2005 Code of Practice for the preparation of steel surfaces for coating		
BSS 171.	1987 Power Transformers.		
SANS 101	42 Wiring Code		
SANS 601	37 Insulated bushings for alternating voltages above 1 000 V.		
SANS 555	Unused inhibited mineral insulating oils for transformers and switchgear		
3.2. Tra	nsnet Freight Rail:	Original revision	Revised
CEE. 0229	9.95 Dry-out and Regeneration of insulating oil and Reclaiming and de-sludging of transformers.		
CEE.0045.	2002/1 Painting of steel Components of Electrical equipment.		
CEE.0224.	2002 Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract		
BBB5452	Transnet Freight Rail's requirements for the installation of electrical equipment for 3kV DC substations		Ver 7
BBB5019	Requirements for traction transformer for 3kV DC substations in accordance with SANS 60076		Ver 6
BBB8204	Medium voltage distribution and supply transformers in accordance with SANS 780 (For nominal system voltages up to 33kV)		Ver 4
BBB0937	Requirements for outdoor post type current transformers for traction and distribution transformers		Ver 5
BBB0496	3kV Rectifier for traction substations		
BBB3890	Requirements for a 1.8 milli Henry DC reactor for 3kV DC traction substations		Ver 3
BBB3139	Wave-filter capacitors for 3kV DC traction substations		Ver 2
BBB3162	Wave-filter inductors for 3kV DC traction substations		Ver 2
BBB3483	Wave filter harmonic coil carrier assembly 3kV DC substation		Ver 1
BBB3620	3kV DC Earthing arrangement system for high voltage outdoor yards		Ver 7

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		7	
BBB3059	3kV DC traction substation earthing system for high voltage outdoor yards		Ver 2

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

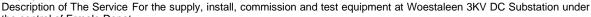
Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral)

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

- 4.1. The *Contractor* shall not make use of any *Sub-Contractor* to perform the service or parts thereof without prior permission from the Service Manager.
- 4.2. The Contractor shall ensure that a safety representative is always at site. All safety measures prescribed by Transnet Freight Rail Electrical Safety Instructions and the "Occupational Health and Safety Act 1993 (Act 85 of 1993)" associated with working on a project of this nature shall be adhered to.
- 4.3 The Contractor shall supply a site diary (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Technical Officer must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the Project Manager or Technical Officer in writing.
- 4.4 The Contractor shall supply a site instruction book (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Technical Officer and must be countersigned by the Contractor.
- 4.5 Both books mentioned in 1.3 and 1.4 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Technical Officer on the day of energising or handing over.
- 4.6 A penalty charge of 0.07% per day of the total contract value will be levied for late completion.
- 4.7 The successful *Contractor* shall provide a Gantt or a similar chart showing when the service will be done and energised. A final chart should be submitted to the Project Manager or Supervisor within 14 days after the award has been made to the successful *Contractor*.
- 4.8 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 4.9 The *Contractor* will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3<sup>rd</sup> part suppliers.
- 4.10 The onus is on the manufacturer to prove the effectiveness of their system to Transnet Freight Rail during the production of the prototype.



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the control of Ermelo Depot



- 4.11 ISO.9000 to 9004 inclusive (SABS 0157 parts 1 to 4) must be regarded as a guideline, where applicable.
- 4.12 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during service hop inspections.

#### 5. Requirements for the programme

5.1 Programme of work : To be submitted by successful *Contractor* 

5.2 Format : Bar chart

5.3 CIDB rating : 3 EP or higher

5.4 Information : How work is going to be executed and commissioned

5.5 Site diary : Successful *Contractor* to supply in triplicates carbon copies

5.6. Personnel Qualification : Trade Test Electrical

Crane Operating Certificate and Working at Heights Certificate

#### 6 Services and other things provided by the *Employer*

- 6.1 Transnet Freight Rail shall inspect all equipment before dispatching the equipment to site.
- 6.2 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 6.2.1 The *Contractor* shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment.
- 6.2.2 Transnet Freight Rail will arrange for the reconnecting of telecontrol equipment in the substation and no final energising shall take place without this.

#### 7 The Contractor's Invoices

- 7.1 When the *Service Manager* certifies payment following an assessment date the *Contractor* complies with the *Employer*'s procedure for invoice submission.
- 7.2 The invoice must correspond to the *Service Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.3 The invoice states the following:
  - Invoice addressed to Transnet Limited;
  - Transnet Limited's VAT No: 4720103177;
  - Invoice number;
  - The Contractor's VAT Number; and
  - The Contract number



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the control of Ermelo Depot



- 7.4 The invoice contains the supporting detail
- 7.5 The invoice is presented either by post or by hand delivery.
- 7.6 Invoices submitted by post are addressed to:

For the attention of:

Service Manager: Sbongiseni Ndlovu

22 Industria Avenue

Infra Building

Ermelo 2350

7.7 Invoices submitted by hand are presented to:

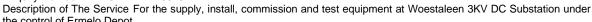
22 Industria Avenue

Infra Building

Ermelo

2350

7.8 The invoice is presented as an original.





**APPENDIX 2** 

# COMMISSIONING TEST SHEET BY CONTRACTOR PRIOR TO FINAL COMMISSIONING BY TRANSNET FREIGHT RAIL TRACTION SUBSTATION

#### **FUNCTIONAL TESTS CARRIED OUT BY CONTRACTOR**

CONTRACT No.				
SUBSTATION NAME	DEPOT	DATE		

FUNCTIONAL TESTS CARRIED OUT BY CONTRACTOR PRIOR TO COMMISSIONING

#### This document covers Functional Tests required to be done by Contractor prior to Commissioning by Transnet Freight Rail Test Officer. COMPLY **FUNCTION COMMENTS** (YES/NO) **FUNCTIONAL TESTS AC YARD** 1.0 AC Disconnects to trip P.C.B. when operating 1.1 under load conditions. Operation of Wave Filter Door switches to trip 1.2 P.C.B. Main Transformer Bucholz Relay to trip and lockout 1.3 P.C.B. giving indication. Main Transformer oil temperature Relay to trip 1.4 P.C.B. giving indication. Main Transformer Winding temperature Relay to 1.5 trip and lockout P.C.B. giving indication. Winding and Oil Temperature relays will only trip 1.6 Unit Breaker if still in use. All lockout circuits will also trip the Unit Breaker 1.7 with P.C.B. if Unit Breakers are still in use Auxiliary Transformer Bucholz Relay to trip and 1.8 lockout P.C.B giving indication.

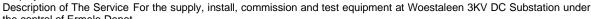


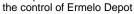




1.9	P.C.B. operation only when selector switch is	
1.9	in the Local position.	
1.10	P.C.B. to trip when 110V DC Supply is	
1.10	removed from the No Volt Coil	
1.11	All cables to Substation to be block jointed	
1.11	and covered with suitable heat shrink.	
1.12	Operation of S.F.6 Low gas to trip and lockout	
1.12	P.C.B. giving indication.	

Contractor:	
Name:	
Signature:	Date:
Test witnessed by: Transnet Freight Rail	
Name:	
Signature:	Date:







# **PART 4: Affected Property**

Core clause 1	1.2(2)	states
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"Affected Property is property which

• Is affected by the work of the Contractor or used by the Contractor in Providing the Service

is in the documents which the Contract Data states it is in." In Contract Data, reference has been made to this Part 4 of the contract for the location of the Affected Property. Woestaleen 3KV DC Substation 1. Description of the Affected Property and its surroundings 1.1. General description Woestaleen 3KV DC Substation 1.2. Existing buildings, structures, and plant & machinery on the Site Woestaleen 3KV DC Substation 1.3 Subsoil information N/A 1.4 Hidden services Control cables and earthing cables are located underground 1.5. Other reports and publicly available information N/A