

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - 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:
- Private gain or advancement; or
 - 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:
- must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

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

reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11 GENERAL

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

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



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

Signature

Date

T2.2-20 : Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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



Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature



T2.2-21: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 83.2 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 R 5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-22 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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



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

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

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....(Pty) Ltd

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

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:

ELECTRICAL REPAIRS & MAINTENANCE ON TRANSNET FREIGHT RAIL ASSETS IN GEORGE AND SURROUNDING AREAS ON AN "AS & WHEN REQUIRED" BASIS FOR A PERIOD OF 24 MONTHS

The tenderer, identified in the Offer signature block, has 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.

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	"(Not Applicable – Cost reimbursable)"
Value Added Tax @ 15% is	"(Not Applicable – Cost reimbursable)"
The offered total of the Prices inclusive of VAT is	"(Not Applicable – Cost reimbursable)"
(in words) "(Not Applicable – Cost reimbursable)"	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: 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) _____
P. Zondo
Capacity _____
Regional Portfolio Manager
for the Employer Transnet freight rail, FC Sturrock Building,
Fleming street, Gqeberha (Port Elizabeth)

Name & signature of witness _____ Date _____

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
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 _____

Name &
signature
of witness _____

Date _____

P. Zondo

Regional Portfolio Manager

Transnet freight rail, FC Sturrock Building,
Fleming street, Gqeberha (Port Elizabeth)

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	E: Cost reimbursable contract
	and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X17: Low service damages
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre Waterfall Business Estate 9 Country Estate Drive Midrand 1662
	Having elected its Contractual Address for the purposes of this contract as:	Transnet freight rail FC Sturrock Building Fleming street Gqeberha (Port Elizabeth)
	Tel No.	041 507 2717
10.1	The <i>Service Manager</i> is (name):	Darryl Bagley
	Address	Real Estate Management, Baakens river, Gqeberha (Port Elizabeth)
	Tel	041 507 3144
	e-mail	darryl.bagley@transnet.net

11.2(2)	The Affected Property is	George and surrounding areas
11.2(13)	The <i>service</i> is	Electrical Maintenance & repairs to TFR Buildings
11.2(14)	The following matters will be included in the Risk Register	Buildings will be occupied
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 <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
3	Time	
30.1	The <i>starting date</i> is.	To be advised
30.1	The <i>service period</i> is	2 (Two years) after start date
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	(If the optional statement for this section is not used, no data will be required for this section)
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	None

84.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provide</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
84.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The total of the prices.
84.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The total of the prices.
84.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The total of the prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
E	Cost reimbursable contract	
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 <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration

W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Port Elizabeth
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X2 Changes in the law No additional data is required for this Option

X17 Low service damages

X17.1 The *service level table* is in **C3**

Z Additional conditions of contract

Z1 Obligations in respect of Termination

Z1.1 The following will be included under core clause 91.1:

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

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

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

Z1.2 Termination Table The following will be included under core clause 90.2 Termination Table as follows:

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

Z1.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Z2.1	<p>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:</p> <ol style="list-style-type: none">1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
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Z3 Additional clause relating to Collusion in the Construction Industry

Z3.1	<p>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.</p>
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Z4 Protection of Personal Information Act

Z4.1	<p>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</p>
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PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing Assumptions: TSC Option E	3
C2.2	Pricing Schedule	3

C2.1 Pricing Assumptions: TSC Option E

The conditions of contract

2.1.1. Pricing Instructions

- 2.1.1.a. The *Contractor* shall be paid under Option E for services performed.
- 2.1.1.b. The staff rates are the prices charged for staff and shall include for all the costs to the *Contractor*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 2.1.1.c. The total annual cost of employment of a person is the total amount borne by the *Contractor* in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; *Employer's* contribution to medical aid; group life insurance premiums borne by the *Contractor*; the *Contractor's* contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and/or computer allowances, etc and amounts payable in terms of an Act including, but not limited to, the Basic Conditions of Employment Act. Hence, staff rates are to include for all burdens/on-costs, statutory holidays and all leave entitlements (normal leave, sick leave, family responsibility leave, etc.) in terms of such person's conditions of employment and/or in terms of the Basic Conditions of Employment Act.
- 2.1.1.d. The staff rates shall include for all necessary protective clothing, standard equipment required to carry out their duties.
- 2.1.1.e. Rates quoted in Part C2.2 of the Pricing Schedule are deemed to include for tools, consumables and all other equipment required to carry out the required scope of service.
- 2.1.1.f. The *Contractor* and their employees will be required to undergo a medical examination and safety induction on commencement of service and exit medical examinations on completion of contract.
- 2.1.1.g. The staff rates derived from the Part C2.2 which include *Contractor's* mark-up but excludes value added tax.

2.1.2 Expenses

- 2.1.2.a All costs for materials, medicals, access permits and all other costs (approved by the *Service Manager*), other than the man hours costs are to be charged at cost plus the agreed fee (as per C1.2 Contract Data)

C2.2 Pricing Schedule

2.2.1 Staff Rates and Expenses

<u>GENERAL SERVICES</u>
<u>PREAMBLES</u>
The Tenderer is required to provide all resources and equipment as set out in the pricing data and corresponding Service Information.
Rates quoted in the tender are deemed to include for the following:
<ul style="list-style-type: none">• All direct and indirect charges (overheads and profit)
<ul style="list-style-type: none">• Personal protective equipment
<ul style="list-style-type: none">• Small tools, transport and minor consumables
Tendered Manhour Rates are to include for all fee percentage mark-ups.
All materials purchased under the provisional allowance by the <i>Contractor</i> will be reimbursed by the <i>Employer</i> (supported by proof of purchase) with the applicable mark-up as entered by the <i>Contractor</i> in the Contract Data.

SCHEDULE OF RATES FOR 1ST 12 MONTHS

Maintenance & repairs to be carried out at the following hourly rates:

<i>Description</i>	<i>Normal Working Hours Excl. of VAT</i>	<i>Overtime Hours Excl. of VAT</i>	<i>Saturday Hours Excl. of VAT</i>	<i>Sunday & Public Holiday Hours Excl. of VAT</i>
<i>1. Labour Rate : Artisan (Hourly rate)</i>	<i>R _____ Excl. of VAT per hour</i>	<i>R _____ Excl. of VAT per hour</i>	<i>R _____ Excl. of VAT per hour</i>	<i>R _____ Excl. of VAT per hour</i>
<i>2. Labour Rate Semi-Skilled (Hourly rate)</i>	<i>R _____ Excl. of VAT per hour</i>	<i>R _____ Excl. of VAT per hour</i>	<i>R _____ Excl. of VAT per hour</i>	<i>R _____ Excl. of VAT per hour</i>
<i>3. General Labourer Rate (Hourly rate)</i>	<i>R _____ Excl. of VAT per hour</i>	<i>R _____ Excl. of VAT per hour</i>	<i>R _____ Excl. of VAT per hour</i>	<i>R _____ Excl. of VAT per hour</i>
<i>4. Traveling/Transport Cost (Conditions apply)</i>	<i>R _____ / km. Excl. of VAT Note: See scope of work clause 4</i>			
<i>5. Material Cost Mark-up</i>	<i>_____ % (% handling charge) Note: A copy or proof of purchase invoice must be attached to VAT invoice from Contractor.</i>			

Respondent's: [Signature]..... Date:.....

SCHEDULE OF RATES FOR 2ND 12 MONTHS

Maintenance & repairs to be carried out at the following hourly rates:

<i>Description</i>	<i>Normal Working Hours Excl. of VAT</i>	<i>Overtime Hours Excl. of VAT</i>	<i>Saturday Hours Excl. of VAT</i>	<i>Sunday & Public Holiday Hours Excl. of VAT</i>
1. Labour Rate : Artisan (Hourly rate)	R _____ Excl. of VAT per hour	R _____ Excl. of VAT per hour	R _____ Excl. of VAT per hour	R _____ Excl. of VAT per hour
2. Labour Rate Semi-Skilled (Hourly rate)	R _____ Excl. of VAT per hour	R _____ Excl. of VAT per hour	R _____ Excl. of VAT per hour	R _____ Excl. of VAT per hour
3. General Labourer Rate (Hourly rate)	R _____ Excl. of VAT per hour	R _____ Excl. of VAT per hour	R _____ Excl. of VAT per hour	R _____ Excl. of VAT per hour
4. Traveling/Transport Cost (Conditions apply)	R _____ / km. Excl. of VAT Note: See scope of work clause 4.			
5. Material Cost Mark-up	_____ % (% handling charge) Note: A copy or proof of purchase invoice must be attached to VAT invoice from Contractor.			

Respondent's: [Signature]..... Date:.....

Scope of Work: Service Information

ELECTRICAL REPAIRS AND MAINTENANCE WORK TO THE OPERATIONAL ASSETS OF TRANSNET FREIGHT RAIL REAL ESTATE IN THE GEORGE AND SURROUNDING AREAS ON AN "AS AND WHEN BASIS" FOR A PERIOD OF TWO YEARS OR UNTIL THE TOTAL PAYMENT HAS BEEN REACHED, WHICHEVER OCCURS FIRST.

SECTION 1

SCOPE OF WORK

- 1.1 The work include: The emergency repairs and maintenance work to Transnet Assets (Electrical) in George and surrounding areas on an "As & When" Basis for a period of two years or until the total payment has been reached, whichever occurs first.**
- 1.2 George surrounding area includes the following towns: George, Groot-Brakrivier, Mossel Bay, Voorbaai, Hartenbos, Albertinia, Oudtshoorn, Camfer, Avontuur, Joubertina, Willowmore, Knysna. and any area as requested by the project manager.**
- 2 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-**
 - 2.1 The Contractor shall not make use of any sub-Contracting to perform the works or parts thereof without prior permission from the Project Manager / Supervisor.
 - 2.2 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
 - 2.3 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - 2.4 The Occupational Health and Safety Act (Act 85 of 1993).
 - 2.5 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or material, submit to the Project Manager / Supervisor.
 - 2.6 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
 - 2.7 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary

- and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 2.8 In addition to compliance with clause 2.5 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 2.9 The contractor shall ensure that the SANS 10142-1 Wiring of Premises is adhered to and that the relevant Health and Safety Act are met.
- 2.10 The Installation, maintenance, replacement and repair of fixed electric water heating systems SABS 0254.
- 2.11 Guidelines for the Provision of Engineering Services in Residential Townships: - by Department of Community Development.
- 2.12 Code 29 - Specification for Lifting Equipment.
- 2.13 The Contractor will issue all workers employed by him with the necessary protection clothing.
- 2.14 Electrical contractor to remove all left over material, rubble, and electrical equipment stripped by the contractor and is for his own property.
- 2.15 All material and equipment used to be S.A.B.S. approved and workmanship to be of a high quality and standard, done to the satisfaction of TRANSNET FREIGHT RAIL's site Project Manager / Supervisor.
- 2.16 NB: The contractor is responsible for his own measurements where applicable, however, where rates are given the actual work done will be measured on completion and paid accordingly.
- 2.17 To inspect and issue an Electrical Compliance Certificate for this work shall be given when requested by the Project Manager / Supervisor.

3 The Contractor will be responsible for the following categories of work.

- 3.1 To do electrical repairs and maintenance to geysers.
- 3.2 Installing all types of kilowatt-hour meters on request by the Project Manager / Supervisor.
- 3.3 To install of electrical supply points on request of the Project Manager / Supervisor.
- 3.4 To split different circuits inside and outside of building so that they can be separately metered on request of the Project Manager / Supervisor.
- 3.5 To do maintenance and repairs to as well as upgrading of street lighting, area lighting, low voltage power lines and cabling, distribution networks as requested, kiosks and switch rooms
- 3.6 Any forms of disciplines and categories of repairs and maintenance work as requested by the Project Manager / Supervisor to low voltage systems at any given time. Including the

repairs and replacement of Air conditioning equipment as per request by the Project Manager.

- 3.7 The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the Works as required and shall be made available for Transnet on the invoice when submitting a claim.
- 3.8 The Contractor shall be called upon to attend meetings on the site to ensure that the works undertaken is correct and complies with the specifications.
- 3.9 The Contractor shall keep the site tidy at all times and remove all old material and such off-cuts, demolished material, surplus material .
- 3.10 Contractor to adhere to the time agreed upon to completing all tasks/request, based on times as laid down in the manufacturer's standard times, without neglecting the standard of workmanship. Be subject to the control, authority and supervision of Transnet.
- 3.11 Guarantee the quality of his workmanship for a period of twelve (12) months.
- 3.12 In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all of the work performed by the Contractor, Transnet shall forthwith notify the Contractor thereof. The Contractor shall then forthwith redo the complete work at his own expense to the satisfaction of Transnet.

4 Travelling/Transport

- 4.1 No travelling time is allowed for within the radius of 20 km from the home station (George Station). Therefore, the price (labour rate) is inclusive of travelling in this zone which is a 20 km radius.
- 4.2 If work is outside the home station (George Station), the contractor shall be compensated for this via a rate. This shall be from the 20 km radius to the requested work.
- 4.3 **NOTE:** Travelling/Transport rate is to the requested destination (RD) less the 20 km radius, there and back.
- 4.4 **EXAMPLE:** If RD is 100 km the actual will be $(100 - 20) \times 2$ Therefore the amount will be 160 km x travel rate/km.

5 General conditions

- 5.1 All planned and unplanned work will be set out on a Transnet job order system.
- 5.2 The job order number is proof for work to proceed.
- 5.3 All planned monthly job orders must be closed off by the end of each month. This office must receive an explanation for job orders not closed off for a particular month.
- 5.4 The job order number must be indicated on each invoice submitted by the contractor.

- 5.5 Work specifications could be attached to any job order if required.
- 5.6 The Contractor shall provide sufficient communication facilities including a fax machine or e-mail address in order that he may be reached at any time and place during the duration of the contract. The Contractor must be available on a twenty-four hour basis and be able to respond to any emergency request within two hours after he is notified thereof.
- 5.7 A site access certificate will be issued to the contractor and must be displayed to any person on request thereof.
- 5.8 If the Project Manager / Supervisor requesting an estimate, the estimated cost must correspond with the invoice submitted for payment. If there is any deviation a written explanation must accompany that invoice.

6 Risk Assessment

- 6.1 Working with scaffolding.
- 6.2 Working with all types of ladders.
- 6.3 Working with flammable liquids.
- 6.4 Working with power –tools.
- 6.5 Working with cherry-picker.
- 6.6 Working close to live electrical wiring (Overhead Track Lines 25kV)
- 6.7 Working close to railway tracks. Being alert at all times for trains.
- 6.8 Working in or close to public roads.
- 6.9 Travelling/Transporting staff and material.

7 The Contractor shall also provide:

- 7.1 Satisfactory proof of his or his staff's qualifications for the task required before Transnet will permit him/her to commence this task duty. Acceptable proof of qualifications shall be:
 - 7.1.1 A trade test diploma from the Department of Manpower issued at a test centre; or Completed contract of apprenticeship; or
 - 7.1.2 Proof of qualification acceptable to the Department of Manpower in the case of qualified artisans from a foreign country.
 - 7.1.3 Proof and registration of wire-man's license for current year.(At least an installation electrician)
 - 7.1.4 Must be registered with the electrical contractor's board (Supply proof for the current year) or any competency as needed and recognized by the Department of Labour.
- 7.2 Proof that he is able to perform all kinds of general electrical repair work:

8 Time to Complete Work and Penalties

- 8.1 The contractor shall be required to complete each part of the work as given in the job order request within a period as agreed to by Transnet's Project Manager / Supervisor.

- 8.2 Notwithstanding that above **emergency work shall be reacted upon immediately** and the situation made safe.
- 8.3 **Note: Emergency work must be responded to in less than two hours. (Irrespective of where the location of the contractor is)**
- 8.4 Furthermore repair work shall be then repaired as soon as practically possible and to provide to the Project Manager / Supervisor the estimate cost.
- 8.5 **Non-emergency faults**, Repairs and Maintenance response times shall be within 24 hours from call out, or as per agreed by the project manager.
- 8.6 Failing completion of the work within the agreed period as stipulated above, the contractor shall pay to Transnet as penalty the sum of **R500.00 (Five Hundred Rand)** for every day or part thereof during which the works remain incomplete.

9 After Hours/Overtime

- 9.1 After hours (from 16h00 to 07h00) Monday to Friday, full day for Saturday and Sunday.
- 9.2 Special arrangements to be made in advance if work must be done After Hours/Overtime time.

10 Material

- 10.1 All material and equipment used to be S.A.B.S. approved.
- 10.2 With the submission of an Invoice to TRANSNET the contractor could be asked to present a material invoice (copy of) .This is to ensure that the material mark-up been charged, is correct.

Annexure A

SPECIFICATION COMPLIANCE STATEMENT – (MANDATORY RETURNABLE DOCUMENT)

Respondents are required to indicate if the offered services comply with all the Specifications set by Transnet by indicating "**Comply**" "**Do not Comply**" next to each of the specification items mentioned below.

Any deviations from Transnet's requirement must be indicated under the column provided.

Note: Failure to duly complete and submit this form and fully (100%) comply with all of the requirements below will result in the respondent's disqualification.

Specification / Scope of work	Compliance response	Comments
Specification / Scope of work Section 4 & 8		
1. Emergency work must be responded to in less than two (2) hours (irrespective of where the location of the contractor is) – Refer section 8 clause 8.3		
2. Non-emergency faults, repairs and maintenance response times shall be within 24 hours from call out. – Refer section 8 clause 8.5		
3. No Traveling time is allowed for within the radius of 20 km from the home station (George station) Therefore the price (labour rate) is inclusive of travelling in this zone which is a 20 km radius.– Refer section 4 clause 4.1		
4. If work is outside the home station (George Station) the Contractor shall be compensated via a rate. This shall be from the 20 km radius to the requested work. Note: Travelling / Transport rate is to the requested destination less the 20 km radius, there and back – Refer section 4 clause 4.2 & 4.3		

Respondent's: [Signature]..... Date:.....

C4: Site Information

1. C4.1: Information about the *site* at time of tender which may affect the work in this contract

1. GENERAL DESCRIPTION:

The work is to be carried out at the **Transnet Freight Rail Assets for George & Surrounding Areas.**

2. Access limitations

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Service Manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

1.1. 3. Hidden and other services within the *site*

It is the responsibility of the Contractor to detect and protect the existing services. The Contractor shall liaise with the Service Manager in this regard before commencing with the work.