

EASTERN REGION (PRETORIA, NELSPRUIT, ERMERIO)

PRICING DATA FOR SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL/SPARES FOR THE REAL ESTATE MANAGEMENT DEPOTS NATIONALLY FOR A PERIOD OF 5 YEARS

NB: PLEASE NOTE THAT THE QUANTITIES ARE INDICATIVE, PRICE PER UNIT, PER REGION, BIDDER MUST INDICATE REGION WHICH THEY QUOTE FOR.

Bill of Quantities

Item no.	Description	Per Unit	Quantity	Price Including Delivery per Region
	Contractual requirements			
	DISTRIBUTION BOARDS - LOCAL CONTENT NOT APPLICABLE			
1.1	Surface mounted distribution board complete with sheet-metal tray, frame, sub-frame, bus-bars, provision for future circuit breakers, legend card complete with lockable door:			
1.1.1	Up to 710 x 500 x 150mm deep		each	
1.1.2	Up to 1 500 x 1 000 x 150mm deep		each	
1.1.3	Larger than 1 500 x 1 000 x 150mm deep		each	
1.2	Flush mounted distribution board complete with sheetmetal tray,frame, sub-frame, busbars, provision for future circuit breakers,legend card complete with lockable door and make good plaster work:			
1.2.1	Up to 710 x 500 x 150mm deep		each	
1.2.2	Up to 1 500 x 1 000 x 150mm deep		each	
1.2.3	Larger than 1 500 x 1 000 x 150mm deep		each	
	CIRCUIT BREAKERS - LOCAL CONTENT NOT APPLICABLE			

2.1	Mounted and connected in existing pre-fitted or new distribution board			
2.1.1	Up to 100 Amp x 10 kA single pole circuit breaker		each	
2.1.2	Up to 100 Amp x 10 kA double pole circuit breaker		each	
2.1.3	Up to 100 Amp x 10 kA triple pole circuit breaker		each	
2.1.4	Up to 250 Amp x 15 kA triple pole circuit breaker		each	
2.1.5	Up to 640 Amp x 15 kA triple pole circuit breaker		each	
2.1.6	Up to 1 250 Amp x 15 kA triple pole circuit breaker		each	
	EARTH LEAKAGE PROTECTION UNITS - LOCAL CONTENT NOT APPLICABLE			
3.1	Mounted and connected in existing pre-fitted or new distribution board			
3.1.1	Up to 60 Amp x 5 kA - 30 mA double pole earth leakage with / without overload		each	
3.1.2	Up to 60 Amp x 5 kA - 30 mA triple pole earth leakage with / without overload		each	
	SURGE PROTECTION DEVICE - LOCAL CONTENT NOT APPLICABLE			
4.1	Mounted and connected in existing pre-fitted or new distribution board			
4.1.1	Up to 400 Volts x 20 kA surge protection device		each	
	CABLE INSTALLATION - LOCAL CONTENT APPLICABLE	ELECTRICAL CABLE – 90%		
5.1	600 to 1000 volt armoured multicore PVC insulated copper conductor cables in enclosed trenches. Measurement to be taken from point to point, shall include tails and for wastage. (excavation and backfilling measure elsewhere)			
5.1.1	From 6mm ² x 2 core to 10mm ² x 4 core		m	

5.1.2	From 16mm ² x 2 core to 35mm ² x 4 core		m	
5.1.3	From 50mm ² x 4 core to 95mm ² x 4 core		m	
5.1.4	120mm ² x 4 core		m	
5.1.5	150mm ² x 4 core		m	
5.1.6	185mm ² x 4 core		m	
5.1.7	240mm ² x 4 core		m	
5.1.8	300mm ² x 4 core		m	
5.1.9	400mm ² x 4 core		m	
5.2	600 to 1000 volt armoured multicore PVC insulated copper conductor cables buried in the ground. Measurement to be taken from point to point, shall include tails and for wastage. (excavation and backfilling measure elsewhere)			
5.2.1	From 6mm ² x 2 core to 10mm ² x 4 core		m	
5.2.2	From 16mm ² x 2 core to 35mm ² x 4 core		m	
5.2.3	From 50mm ² x 4 core to 95mm ² x 4 core		m	
5.2.4	120mm ² x 4 core		m	
5.2.5	150mm ² x 4 core		m	
5.2.6	185mm ² x 4 core		m	
5.2.7	240mm ² x 4 core		m	
5.2.8	300mm ² x 4 core		m	
5.2.9	400mm ² x 4 core		m	
5.3	600 to 1000 volt armoured multicore PVC insulated copper conductor cables pulled into sleeves pipes. Measurement to be taken from point to point, shall include tails and for wastage. (sleeves measured point to elsewhere)			
5.3.1	From 6 mm ² x 2 core to 10 mm ² x 4 core		m	
5.3.2	From 16mm ² x 2 core to 35mm ² x 4 core		m	
5.3.3	From 50mm ² x 4 core to 95mm ² x 4 core		m	
5.3.4	120mm ² x 4 core		m	
5.3.5	150mm ² x 4 core		m	
5.3.6	185mm ² x 4 core		m	
5.3.7	240mm ² x 4 core		m	
5.3.8	300mm ² x 4 core		m	
5.3.9	400mm ² x 4 core		m	

5.4	600 to 1000 volt armoured multicore PVC insulated standard copper conductor cables clipped direct onto wall. Measurement to be taken from point to point, shall include tails and for wastage. (holders measured elsewhere)			
5.4.1	From 6 mm ² x 2 core to 10 mm ² x 4 core		m	
5.4.2	From 16mm ² x 2 core to 35mm ² x 4 core		m	
5.4.3	From 50mm ² x 4 core to 95mm ² x 4 core		m	
5.4.4	120mm ² x 4 core		m	
5.4.5	150mm ² x 4 core		m	
5.4.6	185mm ² x 4 core		m	
5.4.7	240mm ² x 4 core		m	
5.4.8	300mm ² x 4 core		m	
5.4.9	400mm ² x 4 core		m	
5.5	600 to 1000 volt armoured multicore, PVC insulated standard copper conductor cables on cable trays. Measurement to be taken from point to point, shall include tails and for wastage. (cable trays measured elsewhere)			
5.5.1	From 6 mm ² x 2 core to 10 mm ² x 4 core		m	
5.5.2	From 16mm ² x 2 core to 35mm ² x 4 core		m	
5.5.3	From 50mm ² x 4 core to 95mm ² x 4 core		m	
5.5.4	120mm ² x 4 core		m	
5.5.5	150mm ² x 4 core		m	
5.5.6	185mm ² x 4 core		m	
5.5.7	240mm ² x 4 core		m	
5.5.8	300mm ² x 4 core		m	
5.5.9	400mm ² x 4 core		m	
5.6	6350 to 11000 volt PILAC/XLPE armoured multicore PVC insulated copper conductor cables in enclosed trenches. Measurement to be taken from point to point, shall include tails and for wastage. (excavation and backfilling measure elsewhere)			
5.6.1	From 25mm ² x 3core to 35mm ² x 3 core		m	
5.6.2	From 50mm ² x 3core to 95mm ² x 3 core		m	

5.6.3	120mm ² x 3 core		m	
5.6.4	150mm ² x 3 core		m	
5.6.5	185mm ² x 3 core		m	
5.6.6	240mm ² x 3 core		m	
5.6.7	300mm ² x 3 core		m	
5.7	6350 to 11000 volt PILAC / XLPE armoured multicore PVC insulated copper conductor cables buried in the ground. Measurement to be taken from point to point, shall include tails and for wastage. (excavation and backfilling measure elsewhere)			
5.7.1	From 25mm ² x 3 core to 35mm ² x 3 core		m	
5.7.2	From 50mm ² x 3 core to 95mm ² x 3 core		m	
5.7.3	120mm ² x 3 core		m	
5.7.4	150mm ² x 3 core		m	
5.7.5	185mm ² x 3 core		m	
5.7.6	240mm ² x 3 core		m	
5.7.7	300mm ² x 3 core		m	
5.8	6350 to 11000 volt PILAC / XLPE armoured multicore PVC insulated copper conductor cables pulled into sleeves pipes. Measurement to be taken from point to point, shall include tails and for wastage. (sleeves measured point to elsewhere)			
5.8.1	From 25mm ² x 3 core to 35mm ² x 3 core		m	
5.8.2	From 50mm ² x 3 core to 95mm ² x 3 core		m	
5.8.3	120mm ² x 3 core		m	
5.8.4	150mm ² x 3 core		m	
5.8.5	185mm ² x 3 core		m	
5.8.6	240mm ² x 3 core		m	
5.8.7	300mm ² x 3 core		m	
5.9	6350 to 11000 volt PILAC/XLPE armoured multicore PVC insulated copper conductor cables clipped to the wall. Measurement to be taken from point to point, shall include tails and for wastage. (sleeves measured point to elsewhere)			

5.9.1	From 25mm ² x 3 core to 35mm ² x 3 core		m	
5.9.2	From 50mm ² x 3 core to 95mm ² x 3 core		m	
5.9.3	120mm ² x 3 core		m	
5.9.4	150mm ² x 3 core		m	
5.9.5	185mm ² x 3 core		m	
5.9.6	240mm ² x 3 core		m	
5.9.7	300mm ² x 3 core		m	
5.10	6350 to 11000 volt PILAC/XLPE armoured multicore PVC insulated copper conductor cables on cable trays. Measurement to be taken from point to point, shall include tails and for wastage. (sleeves measured point to elsewhere)			
5.10.1	From 25mm ² x 3 core to 35mm ² x 3 core		m	
5.10.2	From 50mm ² x 3 core to 95mm ² x 3 core		m	
5.10.3	120mm ² x 3 core		m	
5.10.4	150mm ² x 3 core		m	
5.10.5	185mm ² x 3 core		m	
5.10.6	240mm ² x 3 core		m	
5.10.7	300mm ² x 3 core		m	
	CABLE JOINTING - LOCAL CONTENT APPLICABLE	ELECTRICAL CABLE – 90%		
6.1	600 to 1000 volt PVC armoured cable epoxy jointing fit for:			
6.1.2	Up to 2 Core x 10mm ² cable		each	
6.1.3	Up to 4 Core x 10mm ² cable		each	
6.1.4	2 Core x 16mm ² cable		each	
6.1.5	4 Core x 16mm ² cable		each	
6.1.6	4 Core x 25mm ² cable		each	
6.1.7	4 Core x 35mm ² cable		each	
6.1.8	4 Core x 50mm ² cable		each	
6.1.9	4 Core x 70mm ² cable		each	
6.1.10	4 Core x 95mm ² cable		each	
6.1.11	4 Core x 120mm ² cable		each	
6.1.12	25mm 4 core copper to aluminium joint		each	
6.1.13	35mm 4 core copper to aluminium joint		each	

6.1.14	50mm 4 core copper to aluminium joint		each	
6.1.15	70mm 4 core copper to aluminium joint		each	
6.1.16	95mm 4 core copper to aluminium joint		each	
6.1.17	120mm 4 core copper to aluminium joint		each	
6.1.18	185mm 4 core copper to aluminium joint		each	
6.1.19	240mm 4 core copper to aluminium joint		each	
6.1.20	300mm 4 core copper to aluminium joint		each	
6.1.21	400mm 4 core copper to aluminium joint		each	
6.2	6350 to 11000 volt PILCA armoured cable epoxy jointing fit for:			
6.2.1	3 Core x 25mm ² cable		each	
6.2.2	3 Core x 35mm ² cable		each	
6.2.3	3 Core x 50mm ² cable		each	
6.2.4	3 Core x 70mm ² cable		each	
6.2.5	3 Core x 95mm ² cable		each	
6.2.6	3 Core x 120mm ² cable		each	
6.2.7	3 Core x 150mm ² cable		each	
6.2.8	3 Core x 185mm ² cable		each	
6.2.9	3 Core x 240mm ² cable		each	
6.2.10	3 Core x 300mm ² cable		each	
6.3	6350 to 11000 volt XLPE armoured cable epoxy jointing fit for:			
6.3.1	3 Core x 25mm ² cable		each	
6.3.2	3 Core x 35mm ² cable		each	
6.3.3	3 Core x 50mm ² cable		each	
6.3.4	3 Core x 70mm ² cable		each	
6.3.5	3 Core x 95mm ² cable		each	
6.3.6	3 Core x 120mm ² cable		each	
6.3.7	3 Core x 150mm ² cable		each	
6.3.8	3 Core x 185mm ² cable		each	
6.3.9	3 Core x 240mm ² cable		each	
6.3.10	3 Core x 300mm ² cable		each	
	CABLE TERMINATION - LOCAL CONTENT APPLICABLE	ELECTRICAL CABLE – 90%		

7.1	600 to 1000 volt cable terminations complete with cable identification tag, gland, lugs, core identification markers, connections and commissioning.			
7.1.1	From 1,5 mm ² x 2 core to 4 mm ² x 4 core		each	
7.1.2	From 6 mm ² x 2 core to 10 mm ² x 4 core		each	
7.1.3	From 16mm ² x 2 core to 35mm ² x 4 core		each	
7.1.4	50mm ² x 4 core		each	
7.1.5	70mm ² x 4 core		each	
7.1.6	95mm ² x 4 core		each	
7.1.7	120mm ² x 4 core		each	
7.1.8	150mm ² x 4 core		each	
7.1.9	185mm ² x 4 core		each	
7.1.10	240mm ² x 4 core		each	
7.1.11	300mm 4 core		each	
7.1.12	400mm 4 core		each	
7.2	6350 to 11000 volt PILC cable terminations complete with cable identification tag, gland, lugs, core identification markers, connections and commissioning.			
7.2.1	3 Core x 25mm ² cable		each	
7.2.2	3 Core x 35mm ² cable		each	
7.2.3	3 Core x 50mm ² cable		each	
7.2.4	3 Core x 70mm ² cable		each	
7.2.5	3 Core x 95mm ² cable		each	
7.2.6	3 Core x 120mm ² cable		each	
7.2.7	3 Core x 150mm ² cable		each	
7.2.8	3 Core x 185mm ² cable		each	
7.2.9	3 Core x 240mm ² cable		each	
7.2.10	3 Core x 300mm ² cable		each	
7.3	6350 to 11000 volt XLPE cable terminations complete with cable identification tag, gland, lugs, core identification markers, connections and commissioning.			
7.3.1	3 Core x 25mm ² cable		each	
7.3.2	3 Core x 35mm ² cable		each	
7.3.3	3 Core x 50mm ² cable		each	

7.3.4	3 Core x 70mm ² cable		each	
7.3.5	3 Core x 95mm ² cable		each	
7.3.6	3 Core x 120mm ² cable		each	
7.3.7	3 Core x 150mm ² cable		each	
7.3.8	3 Core x 185mm ² cable		each	
7.3.9	3 Core x 240mm ² cable		each	
7.3.10	3 Core x 300mm ² cable		each	
	EARTHING - LOCAL CONTENT APPLICABLE	POWER PYLON – 100%		
8.1	PVC insulated copper conductors securely fastened to armoured cable in trenches including wastage. Measurement to be taken from point to point (cable measured elsewhere).			
8.1.1	From 2.5 mm ² to 10 mm ²		m	
8.1.2	From 16 mm ² to 25 mm ²		m	
8.1.3	From 35 mm ² to 50 mm ²		m	
8.1.4	70 mm ²		m	
8.1.5	95 mm ²		m	
8.1.6	120 mm ²		m	
8.1.7	150 mm ²		m	
8.1.8	185 mm ²		m	
8.1.9	240 mm ²		m	
8.1.10	300 mm ²		m	
8.1.11	400 mm ²		m	
8.2	PVC insulated copper earth conductor installed with cable in sleeves including wastage. Measurement to be taken from point to point (cable measured elsewhere).			
8.2.1	From 2.5 mm ² to 10 mm ²		m	
8.2.2	From 16 mm ² to 25 mm ²		m	
8.2.3	From 35 mm ² to 50 mm ²		m	
8.2.4	70 mm ²		m	
8.2.5	95 mm ²		m	
8.2.6	120 mm ²		m	
8.2.7	150 mm ²		m	

8.2.8	185 mm ²		m	
8.2.9	240 mm ²		m	
8.2.10	300 mm ²		m	
8.2.11	400 mm ²		m	
8.3	PVC insulated copper earth conductor installed with cable clipped direct to wall including wastage. Measurement to be taken from point to point (cable measured elsewhere).			
8.3.1	From 2.5 mm ² to 10 mm ²		m	
8.3.2	From 16 mm ² to 25 mm ²		m	
8.3.3	From 35 mm ² to 50 mm ²		m	
8.3.4	70 mm ²		m	
8.3.5	95 mm ²		m	
8.3.6	120 mm ²		m	
8.3.7	150 mm ²		m	
8.3.8	185 mm ²		m	
8.3.9	240 mm ²		m	
8.3.10	300 mm ²		m	
8.3.11	400 mm ²		m	
8.4	PVC insulated copper earth conductor installed with cable on cable trays including wastage. Measurement to be taken from point to point (cable measured elsewhere).			
8.4.1	From 2.5 mm ² to 10 mm ²		m	
8.4.2	From 16 mm ² to 25 mm ²		m	
8.4.3	From 35 mm ² to 50 mm ²		m	
8.4.4	70 mm ²		m	
8.4.5	95 mm ²		m	
8.4.6	120 mm ²		m	
8.4.7	150 mm ²		m	
8.4.8	185 mm ²		m	
8.4.9	240 mm ²		m	
8.4.10	300 mm ²		m	
8.4.11	400 mm ²		m	
	EARTH CONDUCTOR TERMINATION -	POWER PYLON – 100%		

	LOCAL CONTENT APPLICABLE			
9.1	Termination for bare and PVC insulated copper conductors including lugs and connections			
9.1.1	From 2.5 mm ² to 10 mm ²		m	
9.1.2	From 16 mm ² to 25 mm ²		m	
9.1.3	From 35 mm ² to 50 mm ²		m	
9.1.4	70 mm ²		m	
9.1.5	95 mm ²		m	
9.1.6	120 mm ²		m	
9.1.7	150 mm ²		m	
9.1.8	185 mm ²		m	
9.1.9	240 mm ²		m	
9.1.10	300 mm ²		m	
9.1.11	400 mm ²		m	
	CABLE TRAYS - LOCAL CONTENT APPLICABLE	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION – 100%		
10.1	Galvanised light duty vertical cable tray fixed to slab (ceiling / roof) or walls.			
10.1.1	Up to 300 mm wide cable trays including: External elbow (dropper), Internal elbow (riser), Horizontal elbow (bend), Concentric reducer, Eccentric reducer, Tees, Four-way junction, hangers, splices, jointing, drilling, etc		m	
10.1.2	Wider than 300 mm cable trays including: External elbow (dropper), Internal elbow (riser), Horizontal elbow (bend), Concentric reducer, Eccentric reducer, Tees, Four-way junction, hangers, splices, jointing, drilling, etc		m	
10.2	Galvanised heavy duty vertical cable tray fixed to slab (ceiling / roof) or walls.			
10.2.1	Up to 300 mm wide cable trays including: External elbow (dropper), Internal elbow (riser), Horizontal elbow (bend), Concentric reducer, Eccentric reducer, Tees, Four-way junction, hangers, splices, jointing, drilling, etc		m	
10.2.2	Wider than 300 mm cable trays including:		m	

	External elbow (dropper), Internal elbow (riser), Horizontal elbow (bend), Concentric reducer, Eccentric reducer, Tees, Four-way junction, hangers, splices, jointing, drilling, etc			
	CABLE LADDERS - LOCAL CONTENT APPLICABLE	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION – 100%		
11.1	Galvanised cable ladder fixed to ducts, slab or walls.			
11.1.1	Up to 300 mm wide cable trays including: External elbow (dropper), Internal elbow (riser), Horizontal elbow (bend), Concentric reducer, Eccentric reducer, Tees, Four-way junction, hangers, splices, jointing, drilling, etc		m	
11.1.2	Wider than 300 mm cable trays including: External elbow (dropper), Internal elbow (riser), Horizontal elbow (bend), Concentric reducer, Eccentric reducer, Tees, Four-way junction, hangers, splices, jointing, drilling, etc		m	
	SLEEVES - LOCAL CONTENT APPLICABLE	PLASTIC PIPES – 100%		
12.1	PVC sleeve piping and joints (excavation and backfilling elsewhere)			
12.1.1	Up to 100mm diameter pipe, including long radius bend		m	
	EXCAVATIONS - LOCAL CONTENT NOT APPLICABLE			
13.1	Excavation for cable and sleeve trenches including temporary support of sides, keeping excavations dry, backfilling and compacting to specification including bedding under and filling around cable comprising sifted sand. (not exceeding 1000mm deep and 500mm wide)			
13.1.1	Cable or sleeve trenches excavations in "earth" for cable or sleeve trenches in "soft soil"		m ³	
13.1.2	Extra over excavations in "earth" for cable or sleeve trenches in "pickable soil"		m ³	

13.1.3	Extra over excavations in "earth" for cable or sleeve trenches in "soft rock" (compressor)		m ³	
13.1.4	Extra over excavations in "earth" for cable or sleeve trenches in "hard rock" (blasting)		m ³	
	Sundries - LOCAL CONTENT NOT APPLICABLE			
14.1	Cable warning tape placed in trench 150mm above cable in excavations		m	
14.2	Concrete cable slabs placed 150mm above cable in excavations		m	
14.3	Concrete cable route marker including aluminium plate with arrows to indicate the route		each	
	BLACK ENAMELLED CONDUIT - LOCAL CONTENT APPLICABLE	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION – 100%		
15.1	Cast into concrete or screed			
15.1.1	20 mm Diameter		m	
15.1.2	25 mm Diameter		m	
15.1.3	32 mm Diameter		m	
15.2	Chased into brickwork not exceeding 3000mm above floor level.			
15.2.1	20 mm Diameter		m	
15.2.2	25 mm Diameter		m	
15.2.3	32 mm Diameter		m	
15.3	Build into brickwork not exceeding 3000mm above floor level.			
15.3.1	20mm Diameter		m	
15.3.2	25mm Diameter		m	
15.3.3	32 mm Diameter		m	
15.4	Fixed to drywall partitioning not exceeding 3000mm above floor level			
15.4.1	20mm Diameter		m	
15.4.2	25mm Diameter		m	
15.4.3	32 mm Diameter		m	

15.5	Surface mounted to brickwork, concrete, steel, wood, roof members, etc not exceeding 3000mm above floor level			
15.5.1	20mm Diameter		m	
15.5.2	25mm Diameter		m	
15.5.3	32 mm Diameter		m	
15.6	Suspended from steel trusses of concrete slab with and including hangers not exceeding 1000mm long and not exceeding 3000mm above floor level			
15.6.1	20mm Diameter		m	
15.6.2	25mm Diameter		m	
15.6.3	32 mm Diameter		m	
15.7	Surface mounted to brickwork, concrete, steel, wood, roof members, etc exceeding 3000mm above floor level			
15.7.1	20mm Diameter		m	
15.7.2	25mm Diameter		m	
15.7.3	32 mm Diameter		m	
	PVC CONDUIT - LOCAL CONTENT APPLICABLE	PLASTIC PIPES – 100%		
16.1	Cast into concrete or screed			
16.1.1	20mm Diameter		m	
16.1.2	25mm Diameter		m	
16.1.3	32 mm Diameter		m	
16.2	Laid in ground (excavations and backfilling elsewhere)			
16.2.1	20mm Diameter		m	
16.2.2	25mm Diameter		m	
16.2.3	32 mm Diameter		m	
16.3	Chased into brickwork not exceeding 3000mm above floor level.			
16.3.1	20mm Diameter		m	

16.3.2	25mm Diameter		m	
16.3.3	32 mm Diameter		m	
16.4	Build into brickwork not exceeding 3000mm above floor level.			
16.4.1	20mm Diameter		m	
16.4.2	25mm Diameter		m	
16.4.3	32 mm Diameter		m	
16.5	Fixed to drywall partitioning not exceeding 3000mm above floor level			
16.5.1	20mm Diameter		m	
16.5.2	25mm Diameter		m	
16.5.3	32 mm Diameter		m	
16.6	Surface mounted to brickwork, concrete, steel, wood, roof members, etc not exceeding 3000mm above floor level			
16.6.1	20 mm Diameter		m	
16.6.2	25 mm Diameter		m	
16.6.3	32 mm Diameter		m	
16.7	Suspended from steel trusses of concrete slab with and including hangers not exceeding 1000mm long and not exceeding 3000mm above floor level			
16.7.1	20 mm Diameter		m	
16.7.2	25 mm Diameter		m	
16.7.3	32 mm Diameter		m	
16.8	Surface mounted to brickwork, concrete, steel, wood, roof members, etc exceeding 3000mm above floor level			
16.8.1	20 mm Diameter		m	
16.8.2	25 mm Diameter		m	
16.8.3	32 mm Diameter		m	
	FLEXIBLE CONDUIT - LOCAL CONTENT APPLICABLE	PLASTIC PIPES – 100%		

17.1	Light gauge PVC flexible conduit			
17.1.1	20 mm diameter complete with connectors / adaptor at both ends		m	
17.1.2	25 mm diameter complete with connectors / adaptor at both ends		m	
17.1.3	32 mm diameter complete with connectors / adaptor at both ends		m	
17.2	Galvanised steel flexible conduit with PVC sheath			
17.2.1	20mm diameter complete with connectors / adaptor at both ends		m	
17.2.2	25mm diameter complete with connectors / adaptor at both ends		m	
17.2.3	32 mm diameter complete with connectors / adaptor at both ends		m	
	CONDUIT BOXES AND FITTINGS - LOCAL CONTENT APPLICABLE	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION – 100%		
18.1	Black enamelled fixed onto conduit			
18.1.1	Round conduit box for up to 25mm diameter conduit		each	
18.1.2	Deep type round conduit box for up to 25mm diameter conduit		each	
18.1.3	Cover plate for up to 100 x 100mm box		each	
18.1.4	Up to 100 x100mm extension box		each	
18.2	Galvanised steel fixed onto conduit			
18.2.1	Round conduit box for up to 25mm diameter conduit		each	
18.2.2	Deep type round conduit box for up to 25mm diameter conduit		each	
18.2.3	100 x 50 x 50mm deep box		each	
18.2.4	100 x 50 x 110mm deep back-to-back type box		each	
18.2.5	100 x 100 x 50mm deep box		each	
18.2.6	100 x 100 x 50mm deep expansion joint box complete with conduit sleeve, earth strap, cover plate, etc		each	
18.2.7	100 x 100 x 110mm deep back-to-back type box		each	

18.2.8	300 x 300 x 150mm deep box		each	
18.2.9	Round conduit box cover		each	
18.2.10	Extension ring for round conduit box		each	
18.2.11	Domelid with up to 25mm diameter outlet		each	
18.2.12	Cover plate for up to 100 x 100mm box		each	
18.3	PVC type fixed onto conduit			
18.3.1	Round conduit box for up to 25mm diameter conduit		each	
18.3.2	Up to 100 x 100 x 50mm deep box		each	
18.3.3	100 x 100 x 50mm deep expansion joint box complete with conduit sleeve, earth strap, cover plate, etc		each	
18.3.4	300 x 300 x 150mm deep box		each	
18.3.5	Round conduit box cover		each	
18.3.6	Extension ring for round conduit box		each	
18.3.7	Domelid with up to 25mm diameter outlet		each	
18.3.8	Cover plate for up to 100 x 100mm box		each	
	POWER SKIRTING - LOCAL CONTENT APPLICABLE	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION – 100%		
19.1	Two Compartment O-Line or similar as specified, mounted on walls / partitioning, including all accessories, front covers, chassis punched holes and installation. Surface mounted power skirting including: End cap, 45 degree bend, 90 degree bent, Tee piece etc. All equipment and material to do complete installation.		m	
19.2	Three Compartment O-Line or similar as specified, mounted on walls / partitioning, including all accessories, front covers, chassis punched holes and installation. Surface mounted power skirting including: End cap, 45 degree bend, 90 degree bent, Tee piece etc. All equipment and material to do complete installation.		m	
19.3	Switches socket outlet, etc complete with cover plate and grommets as required, fixed to power skirting			
19.3.1	16A three-pin switched socket outlet		each	
19.3.2	30A Double-pole isolator		each	

19.3.3	30A Double-pole isolator and cord grip		each	
19.3.4	RJ45 / DATA complete with cover plate		each	
19.3.5	RJ11 / TEL complete with cover plate		each	
19.3.6	Cut open in back of the powerksirting for access to draw box (measured elsewhere) completer with earth strap and rubber grommet		each	
	POWER POLE - LOCAL CONTENT NOT APPLICABLE			
20.1	Fit up to 4m O-line power pole complete with ceiling flange, floor location pad, jack assembly and covers.		each	
20.2	Sundries on the power pole. (Service outlets)			
20.2.1	16Amp SSO complete		each	
20.2.2	16Amp SSO DED complete		each	
20.2.3	MEM TEL complete		each	
20.2.4	RJ45 / DATA complete		each	
20.2.5	RJ11 / TEL complete		each	
	UNDERFLOOR DUCTING - LOCAL CONTENT APPLICABLE	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION – 100%		
21.1	Two or three compartment O-Line or similar under floor ducting bedded on cement mortar screed (screed by others) including all accessories, 90 degree junction box, three or four-way junction box, front covers, chassis punched holes and installation.		m	
21.2	Two-compartment outlet box complete with 16A three-pin switch socket and telcomm outlets including hinged cover		m	
21.3	Three-compartment outlet box complete with 16A three-pin switch socket, telcomm and data outlets including hinged cover		m	
21.4	Two-compartment pedestal complete with 16A three-pin switch socket and telcomm outlets		m	
21.5	Three-compartment pedestal complete with 16A three-pin switch socket, telcomm and data outlets		m	

	CONDUCTORS - LOCAL CONTENT APPLICABLE	ELECTRICAL CABLE – 90%		
22.1	PVC insulated housewire stranded copper conductor drawn into conduit			
22.1.1	2 x 1,5mm ² single core plus insulated earth wire		m	
22.1.2	3 x 1.5mm ² single core plus insulated earth wire.		m	
22.1.3	4 x 1.5mm ² single core plus insulated earth wire		m	
22.1.4	5 x 1.5mm ² single core plus insulated earth wire.		m	
22.1.5	2 x 2.5mm ² single core plus insulated earth wire.		m	
22.1.6	4 x 2.5mm ² single core plus insulated earth wire.		m	
22.1.7	2 x 4mm ² single core plus insulated earth wire.		m	
22.1.8	4 x 4mm ² single core plus insulated earth wire.		m	
22.1.9	2 x 6mm ² single core plus insulated earth wire.		m	
22.1.10	4 x 6mm ² single core plus insulated earth wire.		m	
22.1.11	2 x 10mm ² single core plus insulated earth wire.		m	
22.1.12	2 x 16mm ² single core plus insulated earth wire.		m	
22.1.13	3 x 16mm ² single core plus insulated earth wire.		m	
22.1.14	4 x 16mm ² single core plus insulated earth wire.		m	
22.2	Multi-core PVC insulated cables with sheath round 90% LC			
22.2.1	1,5mm ² x 2 plus earth		m	
22.2.2	1,5mm ² x 4 plus earth		m	
22.2.3	2,5mm ² x 2 plus earth		m	
22.2.4	2,5mm ² x 4 plus earth		m	
22.2.5	4mm ² x 2 plus earth		m	
22.2.6	4mm ² x 4 plus earth		m	
22.2.7	6mm ² x 2 plus earth		m	

22.2.8	6mm ² x 4 plus earth		m	
22.2.9	10mm ² x 2 plus earth		m	
22.2.10	10mm ² x 4 plus earth		m	
22.2.11	16mm ² x 2 plus earth		m	
22.2.12	16mm ² x 4 plus earth		m	
22.3	Multi-core PVC insulated cables without sheath flat			
22.3.1	1,5mm ² flat twin and earth		m	
22.3.2	2,5mm ² flat twin and earth		m	
22.3.3	4mm ² flat twin and earth		m	
22.4	PVC insulated housewire stranded copper conductor drawn into power skirting.			
22.4.1	2 x 1.5mm ² plus insulated earth wire.		m	
22.4.2	3 x 1.5mm ² plus insulated earth wire.		m	
22.4.3	4 x 1.5mm ² plus insulated earth wire.		m	
22.4.4	5 x 1.5mm ² plus insulated earth wire.		m	
22.4.5	2 x 2.5mm ² plus insulated earth wire.		m	
22.4.6	4 x 2.5mm ² plus insulated earth wire.		m	
22.4.7	2 x 4mm ² plus insulated earth wire.		m	
22.4.8	4 x 4mm ² plus insulated earth wire.		m	
22.5	Multi-core PVC insulated cables with sheath round drawn into power skirting			
22.5.1	1,5mm ² x 2 plus earth		m	
22.5.2	1,5mm ² x 4 plus earth		m	
22.5.3	2,5mm ² x 2 plus earth		m	
22.5.4	2,5mm ² x 4 plus earth		m	
22.5.5	4mm ² x 2 plus earth		m	
22.5.6	4mm ² x 4 plus earth		m	
22.5.7	6mm ² x 2 plus earth		m	
22.5.8	6mm ² x 4 plus earth		m	
22.5.9	10mm ² x 2 plus earth		m	
22.5.10	10mm ² x 4 plus earth		m	
22.5.11	16mm ² x 2 plus earth		m	
22.5.12	16mm ² x 4 plus earth		m	

22.6	Multi-core PVC insulated cables without sheath flat drawn into power skirting			
22.6.1	1,5mm ² flat twin and earth		m	
22.6.2	2,5mm ² flat twin and earth		m	
22.6.3	4mm ² flat twin and earth		m	
	FIX MULTI-CORE PVC INSULATED CABLES WITH SEATH ROUND (SURFIX) - LOCAL CONTENT APPLICABLE	ELECTRICAL CABLE – 90%		
23.1	Surface mounted to brickwork, concrete, steel, wood, roof members, etc not exceeding 3000mm above floor level			
23.1.1	1,5mm ² x 2 plus earth round		m	
23.1.2	1,5mm ² x 4 plus earth round		m	
23.1.3	2,5mm ² x 2 plus earth round		m	
23.1.4	2,5mm ² x 4 plus earth round		m	
23.1.5	4mm ² x 2 plus earth round		m	
23.1.6	4mm ² x 4 plus earth round		m	
23.1.7	6mm ² x 2 plus earth round		m	
23.1.8	6mm ² x 4 plus earth round		m	
23.1.9	10mm ² x 2 plus earth round		m	
23.1.10	10mm ² x 4 plus earth round		m	
23.1.11	16mm ² x 2 plus earth round		m	
23.1.12	16mm ² x 4 plus earth round		m	
23.2	Surface mounted to brickwork, concrete, steel, wood, roof members, etc exceeding 3000mm above floor level			
23.2.1	1,5mm ² x 2 plus earth round		m	
23.2.2	1,5mm ² x 4 plus earth round		m	
23.2.3	2,5mm ² x 2 plus earth round		m	
23.2.4	2,5mm ² x 4 plus earth round		m	
23.2.5	4mm ² x 2 plus earth round		m	
23.2.6	4mm ² x 4 plus earth round		m	
23.2.7	6mm ² x 2 plus earth round		m	
23.2.8	6mm ² x 4 plus earth round		m	
23.2.9	10mm ² x 2 plus earth round		m	

23.2.10	10mm ² x 4 plus earth round		m	
23.2.11	16mm ² x 2 plus earth round		m	
23.2.12	16mm ² x 4 plus earth round		m	
	DRAW WIRE - LOCAL CONTENT NOT APPLICABLE			
24.1	Galvansed draw wire drawn into wireways.			
24.1.1	1,6mm diameter		m	
	LIGHT SWITCHES, SWITCH SOCKET OUTLETS, ETC - LOCAL CONTENT NOT APPLICABLE			
25.1	Switches, etc complete with cover plate in conduit box			
25.1.1	Up to 16A Three-lever one-way switch		each	
25.1.2	16A One-lever two-way switch		each	
25.1.3	16A Two-lever two-way switch		each	
25.1.4	16A Two-lever with one-way and two-way switch		each	
25.1.5	16A Tree-lever with two-way and one tw-way switch		each	
25.1.6	16A One-lever one-way switch with dimmer control (2kW)		each	
25.1.7	16A Two-lever one-way switch with dimmer control (2kW)		each	
25.1.8	16A Tree-pin switched socket outlet		each	
25.1.9	5A three-pin unswitched socket outlet in wiring channel knockout (channel measured elsewhere)		each	
25.1.10	5A Round three-pin unswitched socket outlet		each	
25.1.11	16A Three-pin switched socket outlet		each	
25.1.12	16A Three-pin switched socket outlet with shaved earth pin		each	
25.1.13	16A Double three-pin switched socket outlet		each	
25.1.14	Up to 30A Double-pole isolator		each	
25.1.15	Up to 60A Triple-sole isolator		each	
25.2	Switches, etc complete with cover plate fixed in box surface mounted to			

	brickwork, etc			
25.2.1	16A One-lever one-way industrial type switch		each	
25.2.2	16A One-lever two-way industrial type switch		each	
25.2.3	16A One-lever one-way splashproof switch		each	
25.2.4	16A Three-pin industrial type switched socket outlet		each	
25.2.5	16A Three-pin industrial type switched socket outlet with circuit breaker		each	
25.2.6	16A Double three-pin industrial type switched socket outlet		each	
25.2.7	16A Three-pin switched socket outlet in splashproof box		each	
25.2.8	16A Three-pin switched socket outlet in fiberglass watertight box		each	
25.2.9	16A Three-pin watertight switched socket outlet complete with screw-on cover over socket		each	
25.2.10	32A Five-pin industrial type switched socket outlet complete with plug top		each	
25.2.11	Up to 30A Double-pole isolator		each	
25.2.12	Up to 30A Triple-pole isolator		each	
25.2.13	Up to 60A Triple-pole isolator		each	
25.2.14	Photo-electric cell		each	
25.2.15	Bell push button		each	
25.2.16	Watertight bell push button		each	
25.2.17	Stop / start button unit for sump pump etc.		each	
	LUMINARIES AND EQUIPMENT (Lights) - LOCAL CONTENT NOT APPLICABLE			
26.1	Install luminaries and equipment complete with lamps, connections, etc mounted in position			
26.1.1	Recessed fluorescent liminaire 1200mm x 600mm		each	
26.1.2	Recessed fluorescent liminaire 600mm x 600mm		each	
26.1.3	Surface mounted fluorescent liminaire 1265mm x 330mm		each	
26.1.4	Surface mounted fluorescent liminaire 665mm x 455mm		each	
26.1.5	Surface mounted open channel fluorescent with 1 or 2 lamps 1270mm x 97mm		each	

26.1.6	Surface mounted floodlight not exceeding 3m height		each	
26.1.7	Surface mounted Highbay lamp not exceeding 5m height		each	
26.1.8	Surface mounted Bulkhead lamp not exceeding 3m height		each	
26.1.9	Recessed splashproof downlight, steel not exceeding 3m height		each	
26.1.10	Luminated surface mounted exit sign with emergency battery backup		each	
26.1.11	150mm up to 250mm bowl fitting with porcelain gallery, glass shade and porcelain lamp		each	
26.1.12	150mm up to 250mm bowl fitting porcelain gallery not exceeding 3m height		each	
26.1.13	150mm up to 250mm bowl fitting glass shade not exceeding 3m height		each	
26.2	Replace fluorescent tubes, holders, ballasts, starters, chokes etc.			
26.2.1	Switch start choke for 1 lamp 1.2m fitting		each	
26.2.2	Switch start choke for 1 lamp 1.5m fitting		each	
26.2.3	Rapid start ballast for 2 lamp 40 Watt 1.2m fitting		each	
26.2.4	Slimline ballast for 1 or 2 lamps, 1,8 or 2,4 m		each	
26.2.5	Choke for PL-9 fitting		each	
26.2.6	Choke for PL-11 fitting		each	
26.2.7	Slimline type fluorescent lamp holder, plain		each	
26.2.8	Telescopic type slimline lamp holder		each	
26.2.9	BI-Pin type fluorescent lamp holder plain		each	
26.2.10	BI-Pin telescopic type fluorescent holder		each	
26.2.11	FSU starters Type ST111 (Osram) or similar as needed		each	
26.2.12	Lamp fluorescent cool white 1.2m up to 40 Watt bi pin (Phillips)		each	
26.2.13	Lamp fluorescent cool white 1.5m 58 Watt bi pin (Phillips)		each	
26.2.14	Lamp fluorescent cool white 1.8m single pin (Phillips)		each	
26.2.15	Compact fluorescent cool white PL-9 (Phillips)		each	
26.2.16	Compact fluorescent cool white up to PL-26 four pin(Phillips)		each	

26.2.17	Halogen Lamp GU 10 50 Watt		each	
26.2.18	Lamp 12 Volt 50 Watt 38°		each	
26.2.19	BAG ecg multi lamp choke MSL 2x 39 S		each	
26.2.20	Master PL-L up to 36W/840/4P lamps		each	
26.2.21	Battery pack for emergency light Cosine 5 x 2 Ahr nicel cadmium		each	
26.2.22	Electronic 12 volt Transformer Preset dimable (Shutle)		each	
26.2.23	Conatel universal motion detector 3Amp		each	
26.2.24	7 to 14 watt Energy saving lamps		each	
26.3	Replace parts, lamps and accessories for luminaires			
26.3.1	160 Watt blended Mercury vapour lamp not exceeding 3m height		each	
26.3.2	Up to 400 Watt Mercury vapour lamp not exceeding 5m height		each	
26.3.3	Up to 400 Watt Son E / T lamp not exceeding 5m height		each	
26.3.4	Up to 400 Watt ballast / choke Mercury vapour not exceeding 5m height		each	
26.3.5	Up to 400 Watt Son choke not exceeding 5m height		each	
26.3.6	400 Watt ignitor not exceeding 5m height		each	
26.3.7	12v up to 50W lamp not exceeding 3m height		each	
26.3.8	Halopar 50 W 24v not exceeding 3m height		each	
	FUSES (Copper) - LOCAL CONTENT NOT APPLICABLE			
27.1	Instal or replace fuses HRC			
27.1.1	20 Amp HRC Fuse up to 80 kA		each	
27.1.2	30 Amp HRC Fuse up to 80 kA		each	
27.1.3	40 Amp HRC Fuse up to 80 kA		each	
27.1.4	60 Amp HRC Fuse up to 80 kA		each	
27.1.5	80 Amp HRC Fuse up to 80 kA		each	
27.1.6	100 Amp HRC Fuse up to 80 kA		each	
27.1.7	150 Amp HRC Fuse up to 80 kA		each	
27.1.8	200 Amp HRC Fuse up to 80 kA		each	
27.1.9	400 Amp HRC Fuse up to 80 kA		each	

	CONNECTIONS (Labour) - LOCAL CONTENT NOT APPLICABLE			
28.1	Connect equipment supplied and installed by others (isolators, wiring and conduits measured elsewhere)			
28.1.1	Not exceeding 4mm ² conductor single phase		each	
28.1.2	Exceeding 4mm ² and not exceeding 10mm ² conductor single phase		each	
28.1.3	Not exceeding 4mm ² conductor three phase		each	
28.1.4	Exceeding 4mm ² and not exceeding 10mm ² conductor three phase		each	
	FLEXIBLE CONDUIT EXTENSIONS (Steel) (MKHAYA TO PROVIDE GUIDANCE)			
29.1	Flexible type conduit complete with dome lid suitable for 60mm round conduit box one end and suitable round conduit box at the other end.		each	
	STRIPING COPPER CONDUCTOR OUT OF EXISTING WIREWAYS -LOCAL CONTENT APPLICABLE	ELECTRICAL CABLES – 90%		
30.1	PVC insulated housewire stranded copper conductor drawn into conduit.			
30.1.1	2 x 1,5mm ² plus earth wire		m	
30.1.2	3 x 1.5mm ² plus earth wire.		m	
30.1.3	4 x 1.5mm ² plus earth wire		m	
30.1.4	5 x 1.5mm ² plus earth wire.		m	
30.1.5	2 x 2.5mm ² plus earth wire.		m	
30.1.6	4 x 2.5mm ² plus earth wire.		m	
30.1.7	2 x 4mm ² plus earth wire.		m	
30.1.8	4 x 4mm ² plus earth wire.		m	
30.1.9	2 x 6mm ² plus earth wire.		m	
30.1.10	4 x 6mm ² plus earth wire.		m	
30.1.11	2 x 10mm ² plus earth wire.		m	
30.1.12	2 x 16mm ² plus earth wire.		m	
30.1.13	3 x 16mm ² plus earth wire.		m	

30.1.14	4 x 16mm ² plus earth wire.		m	
30.1.15	1,5mm ² x 3 core surfix cable		m	
30.1.16	2,5mm ² x 3 core surfix cable		m	
30.1.17	2,5mm ² x 4 core surfix cable		m	
30.1.18	4mm ² x 3 core surfix cable		m	
30.1.19	4mm ² x 4 core surfix cable		m	
	KWH METERS - LOCAL CONTENT APPLICABLE	Residential Electricity Meters and Water Meters – 50%		
31.1	5 to 60 amp CBI or similar single phase rail mounted kWh meter.		each	
31.2	5 to 60 amp CBI or similar three phase rail mounted kWh meter.		each	
31.3	Single phase 20 - 100 amp kWh meter (Type Power Meter Technics PLE 12D or similar).		each	
31.4	Three phase 5 - 80 amp kWh meter (Type Power Meter Technics SPRINT XP or similar).		each	
31.5	Three phase 5 amp kWh meter with CT's (Type Power Meter Technics PREMIR or similar).		each	
	CONTACTORS - LOCAL CONTENT NOT APPLICABLE			
32.1	Day night switch / photo cell.		each	
32.2	Time switch type SAT		each	
32.3	Time switch with power backup (programmable)		each	
32.4	15 - 20 Amp Triple pole contactor plus coil.		each	
32.5	60 - 80 Amp Triple pole contactor plus coil.		each	
32.6	80 - 100 Amp Triple pole contactor plus coil.		each	
32.7	Coil to fit up to 60 Amp Triple pole contactor.		each	
32.8	Coil to fit up to 80 Amp Triple pole contactor.		each	
32.9	Coil to fit up to 100 Amp Triple pole contactor.		each	
32.10	Up to 26 Amp overload with single phase protection.		each	
32.11	Up to 26 Amp Starter, direct on-line complete with outer casing and overload, phase protection.		each	

	CERTIFICATE OF COMPLIANCE - LOCAL CONTENT NOT APPLICABLE			
33.1	Issuing of certificate of compliance per KVA. Refer to clause 3.17.2 of the Scope of Work		Per/kVA	
34	CURRENT TRANSFORMERS (SMALL TRANSFORMER IS CONNECTION BETWEEN METER AND CIRCUIT)			
34.1	50:5 CT Ratio			
34.2	100:5 CT Ratio			
34.3	150:5 CT Ratio			
34.4	200:5 CT Ratio			
34.5	250:5 CT Ratio			
34.6	300:5 CT Ratio			
34.7	350:5 CT Ratio			
34.8	400:5 CT Ratio			
34.9	450:5 CT Ratio			
34.10	500:5 CT Ratio			
34.11	600:5 CT Ratio			
34.12	800:5 CT Ratio			
34.13	900: CT Ratio			
34.14	1000:5 CT Ratio			
34.15	1200:5 CT Ratio			
34.16	1500:5 CT Ratio			
34.17	1600:5 CT Ratio			
34.18	2000:5 CT Ratio			
34.19	2400:5 CT Ratio			
34.20	2500:5 CT Ratio			
34.21	3000:5 CT Ratio			
34.22	3200:5 CT Ratio			
34.23	4000:5 CT Ratio			
34.24	5000:5 CT Ratio	EA		
34.25	6000:5 CT Ratio	EA		
		EA		
35	VOLTAGE TRANSFORMERS (Copper)	EA		
35.1	1:1 VT Ratio	HR		

35.2	2:1 VT Ratio	HR		
35.3	2.5:1 VT Ratio	% Mark -up		
35.4	4:1 VT Ratio	PER KM		
35.5	5:1 VT Ratio	EA		
35.6	20:1 VT Ratio	EA		
35.7	40:1 VT Ratio	EA		
35.8	60:1 VT Ratio	EA		
35.9	100:1 VT Ratio	EA		
35.10	200:1 VT Ratio	EA		
35.11	300:1 VT Ratio	EA		
35.12	400:1 VT Ratio	EA		
35.13	600:1 VT Ratio	EA		
35.14	800:1 VT Ratio	EA		
35.15	1000:1 VT Ratio	EA		
35.16	2000:1 VT Ratio	EA		
35.17	3000:1 VT Ratio	EA		
35.18	4500:1 VT Ratio	EA		



GENERAL BID CONDITIONS

[April 2020]

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete their Bid submissions legibly in non-erasable ink.
- 3.3 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.4 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission and not a reprocessed copy or other format thereof.

- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing the Bid Document provided the Bid Documents are also made available free of charge on the National Treasury eTender Publication Portal.

6 VALIDITY PERIOD

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the Chairperson or the Secretary of the relevant Acquisition Council.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

- 14.1 Prices which are quoted subject to confirmation will not be considered.
- 14.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.

- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to

submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 24 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [ICC Incoterms 2010] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.
- 25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:
- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
 - b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [ICC Incoterms 2010] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 DELETION OF ITEMS EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

29 VALUE-ADDED TAX

- 29.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 29.2 In respect of foreign Services rendered:
- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
 - b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

- 30.1 Method of Payment
- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.

- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

30.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

31.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

31.2 Delivery Period

- a) Period Contracts and Fixed Quantity Requirements
It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) Progress Reports
The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.
- c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

32.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

32.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

32.4 Foreign specifications

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.

33.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

33.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

33.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to

Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.

33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

33.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

34 DATABASE OF RESTRICTED SUPPLIERS

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

35 PROTECTION OF PERSONAL DATA

35.1 Both Parties agree that they may obtain and have access to personal data as a result of the Bid process. The Parties shall at all times ensure that:

- a) they process data only for the express purpose for which it was obtained;
- b) once processed for the purposes for which it was obtained, all data will be destroyed to an extent that it cannot be reconstructed to its original form;
- c) data is provided only to authorised personnel who strictly require the personal data to carry out the Parties' respective obligations in terms of the Bid process;
- d) they do not disclose personal data of the other Party, other than as agreed in paragraph 37.3 below;

- e) they have all reasonable technical and organisational measures in place to protect all personal data from unauthorised access and/or use;
 - f) they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all data in its possession or under its control as a result of the Bid process;
 - g) such personal data is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 35.2 The Parties agree that if personal data will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to further processing.
- 35.3 Should it be necessary for either Party to disclose or otherwise make available the personal data to any third party (including sub-contractors and employees), it may do so only with the prior written permission of the other Party. The Party requiring such permission shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this paragraph 37, and dealing with that third party's obligations in respect of its processing of the personal data. Following approval by the other Party, the Party requiring permission agrees that the provisions of this clause 37 shall *mutatis mutandis* apply to all authorised third parties who process personal data.
- 35.4 The Parties shall ensure that any persons authorized to process data on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all data. Where necessary to meet this requirement, the Parties shall keep all personal data and any analyses, profiles, or documents derived therefrom logically separated from all other data and documentation held by it.
- 35.5 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal data in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place has been effectively implemented.
- 35.6 The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to the Bid process, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal data. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 35.7 Personal Information security breach: Respondent's Obligations
- a) The Respondent is required to notify the Information Officer of Transnet, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal data and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal data as quickly as is possible. The Respondent shall also be required to provide Transnet with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal data.
 - b) The Respondent shall provide on-going updates on its progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.

- c) Where required, the Respondent may be required to notify the South African Police Service; and/or the State Security Agency and where applicable, the relevant regulator and/or the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Respondent undertakes to co-operate in any investigation relating to security which is carried out by or on behalf of Transnet including providing any information or material in its possession or control and implementing new security measures.

36 CONFLICT WITH ISSUED RFX DOCUMENT

- 36.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers 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 Bidder / Supplier 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 Bidders / Suppliers 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 Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
 - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
 - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
 - d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
 - e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
 - f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
 - g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier 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 Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
 - d) Anti-Corruption
 - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

- c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid 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 bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 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 Bid relates.
- 4.5 The terms of the Bid as submitted 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.
- 4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier 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 Bidder / Supplier 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 DATABASE OF RESTRICTED SUPPLIERS

- 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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid 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) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;

- h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier 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 Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Bidder / Supplier;
 - f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
 - g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

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 bidding / 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 bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

- 9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:

- 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 Bidder / Supplier 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 Bidder / Supplier.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 restriction 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 supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid 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 bidding 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 Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers 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.

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NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFP bid response hereto

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 Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.2.1 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
 - 1.2.2 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
 - 1.2.3 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;

- 1.3 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.4 **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 Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

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

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid 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 Bid 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 Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid 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 Bid 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.

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