

## **Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR QUOTATION (RFQ)**

**FOR THE: Supply and Install Extractor fans for the Battery rooms at various substations in the Kimberley Region.**

|                               |                                                                |
|-------------------------------|----------------------------------------------------------------|
| <b>RFP NUMBER</b>             | <b>: WRAC/KBC/43098</b><br><b>[TFR/2024/08/0009/73784/RFQ]</b> |
| <b>ISSUE DATE</b>             | <b>: 14 October 2024</b>                                       |
| <b>CLOSING DATE</b>           | <b>: 5 November 2024</b>                                       |
| <b>CLOSING TIME</b>           | <b>: 10h00 am</b>                                              |
| <b>TENDER VALIDITY PERIOD</b> | <b>: 12 weeks from closing date (28/01/2025)</b>               |

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

|                                     |                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION</b>                  | <b>Supply and Install Extractor fans for the Battery rooms at various substations in the Kimberley Region</b>                                                                                                                                                                                                                                                          |
| <b>TENDER DOWNLOADING</b>           | This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b> |
| <b>TENDER CLARIFICATION MEETING</b> | <b>No TENDER CLARIFICATION MEETING will be conducted</b>                                                                                                                                                                                                                                                                                                               |
| <b>CLOSING DATE</b>                 | <b>10:00 am on 5 November 2024</b><br>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>                                                                                                                                                                                |

#### 2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their**

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**internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

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- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-15, **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer :
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

| Clause                                                             | Data                                                                                            |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| C.1.1 The <i>Employer</i> is                                       | <b>Transnet SOC Ltd<br/>(Reg No. 1990/000900/30)</b>                                            |
| C.1.2 The tender documents issued by the <i>Employer</i> comprise: |                                                                                                 |
| <b>Part T: The Tender</b>                                          |                                                                                                 |
| Part T1: Tendering procedures                                      | T1.1 Tender notice and invitation to tender<br>T1.2 Tender data                                 |
| Part T2 : Returnable documents                                     | T2.1 List of returnable documents<br>T2.2 Returnable schedules                                  |
| <b>Part C: The contract</b>                                        |                                                                                                 |
| Part C1: Agreements and contract data                              | C1.1 Form of offer and acceptance<br>C1.2 Contract data (Part 1 & 2)<br>C1.3 Form of Securities |
| Part C2: Pricing data                                              | C2.1 Pricing instructions<br>C2.2 Bill of Quantities                                            |
| Part C3: Scope of work                                             | C3.1 Works Information                                                                          |
| Part C4: Site information                                          | C4.1 Site information                                                                           |

|       |                          |                              |
|-------|--------------------------|------------------------------|
| C.1.4 | The Employer's agent is: | Technical Buyer              |
|       | Name:                    | Chris van Vuuren             |
|       | Address:                 | Bloemfontein                 |
|       | Tel No.                  | (051) 408 2206               |
|       | E – mail                 | Chris.vanVuuren@transnet.net |

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

**1. Stage One - Eligibility in terms of the Construction Industry Development Board:**

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

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
  2. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **1 ME or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a certified copy of its signed joint venture agreement

**2. Stage Two - Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60 points**.

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details: The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description: **Supply and Install Extractor fans for the Battery rooms at various substations**

Documents must be marked for the attention of: **Employer's Agent: Chris van Vuuren**

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

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C.2.15 The closing time for submission of tender offers is:  
**Time: 10:00pm on the 5 November 2024**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

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

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C3.11 The minimum number of evaluation points for functionality is: **60**

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

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

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### Functionality Criteria

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

| Functionality criteria                                                                                                                        | Sub-criteria                                                                                                                                                                                                                                                                                                                                                                  | Sub-criteria points | Maximum number of points |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------|
| <b>T2.2-02 Previous Experience</b><br><br>Experience with doing similar job attached proof details, together with returnable tender documents | The Tenderer failed to address the question / issue. Has not submitted the required information                                                                                                                                                                                                                                                                               | 0                   | <b>40</b>                |
|                                                                                                                                               | The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in <b>one (1)</b> project relating to the scope of works.<br>The tenderer has limited or poor evidence of previous experience.                                                             | 20                  |                          |
|                                                                                                                                               | The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in <b>two (2)</b> projects relating to scope of <i>works</i> .<br>The tenderer lacks convincing evidence of knowledge of previous experience, specific to the <i>works</i> . | 40                  |                          |
|                                                                                                                                               | The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in <b>three (3)</b> projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the particular requirements of the <i>works</i> .                  | 60                  |                          |
|                                                                                                                                               | The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in <b>four (4)</b> projects relating to the scope of works. The tenderer has extensive previous experience in relation to the <i>works</i> .                                 | 80                  |                          |

|  |                                                                                                                                                                                                                                                                                                                                       |     |  |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|
|  | The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in <b>more than four (4)</b> projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature. | 100 |  |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|

|                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                 |    |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|
| <b>T2.2-03 Project Management Organogram, Management &amp; CVs of Key persons:</b><br><br>Bidder to provide (together with tender documents) a clear Organogram indicating key team members and specialists, accompanied by their CVs indicating qualifications, relevant experience. | No response or Bidder has not submitted an Organogram with key personnel and no CV'S of proof of experience and qualifications.                                                                                                                                                                                                                                 | 0  | <b>30</b> |
|                                                                                                                                                                                                                                                                                       | Bidder has submitted an Organogram and CV's of key personnel Key personnel including:<br>0-1 years' experience with National diploma in Electrical/ N3-N6 qualifications,<br><ul style="list-style-type: none"> <li>Valid Registered Contractor License, and</li> <li>Registered Person License issued by the Department of Labour</li> </ul>                   | 20 |           |
|                                                                                                                                                                                                                                                                                       | Bidder has submitted an Organogram and CV's of key personnel Key personnel including:<br>More than 1 year to 2 years experience with National diploma in Electrical/ N3-N6 qualifications,<br><ul style="list-style-type: none"> <li>Valid Registered Contractor License, and</li> <li>Registered Person License issued by the Department of Labour</li> </ul>  | 40 |           |
|                                                                                                                                                                                                                                                                                       | Bidder has submitted an Organogram and CV's of key personnel Key personnel including:<br>More than 2 years to 3 years experience with National diploma in Electrical/ N3-N6 qualifications,<br><ul style="list-style-type: none"> <li>Valid Registered Contractor License, and</li> <li>Registered Person License issued by the Department of Labour</li> </ul> | 60 |           |
|                                                                                                                                                                                                                                                                                       | Bidder has submitted an Organogram and CV's of key personnel Key personnel including:<br>More than 3 years to 4 years experience with National diploma in Electrical/ N3-N6 qualifications,<br><ul style="list-style-type: none"> <li>Valid Registered Contractor License, and</li> <li>Registered Person License issued by the Department of Labour</li> </ul> | 80 |           |

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                             |           |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------|
|                                             | <p>Bidder has submitted an Organogram and CV's of key personnel Key personnel including:<br/> More than 4 years or more experience with National diploma in Electrical/ N3-N6 qualifications,</p> <ul style="list-style-type: none"> <li>Valid Registered Contractor License, and</li> <li>Registered Person License issued by the Department of Labour</li> </ul>                                                                                                                                                                                                                                                                  | 100                                                         |           |
| <b>T2.2-04 Method Statement</b>             | <p>Bidder did not attach method statement with timelines.</p> <p>Bidder did not attach method statement but only timelines.</p> <p>Bidder has attached method statement with timelines but not all information provided to complete project.</p> <p>Bidder has attached method statement with timelines to complete project within 6 Months of awarded contract</p> <p>Bidder has attached method statement with timeline to complete project within 5 Months of being awarded contract.</p> <p>Bidder has attached method statement with timeline to complete project within 4 Months weeks or less of being awarded contract.</p> | <p>0</p> <p>20</p> <p>40</p> <p>60</p> <p>80</p> <p>100</p> | <b>20</b> |
| <b>T2.2-05 Health and Safety Management</b> | <p>No information submitted to evaluate</p> <p>Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and Transnet health and safety specification.</p> <p>Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and Transnet health and safety specification.</p>                                                                                                                                                                                                                                          | <p>0</p> <p>20</p> <p>40</p>                                | <b>10</b> |

|                                                 |                                                                                                                                                                                                                          |     |            |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|
|                                                 | Satisfactory response on roles and responsibilities as per Employer's requirements.                                                                                                                                      | 60  |            |
|                                                 | Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and Transnet health and safety specification.                                                                               | 80  |            |
|                                                 | Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and Transnet Health and Safety Management Specification and CV and proof of professional registration with SACPCMP submitted. | 100 |            |
| <b>Maximum possible score for Functionality</b> |                                                                                                                                                                                                                          |     | <b>100</b> |

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

- T2.2-02 Previous Experience
- T2.2-03 Project Organogram, Management & CVs of Key Persons
- T2.2-04 Method statement
- T2.2-05 Health and Safety Management

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

C.3.12. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in the Transnet Preferential Procurement Policy.

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

| Thresholds                | Minimum Threshold |
|---------------------------|-------------------|
| Technical / functionality | 60                |

| Evaluation Criteria        | Final Weighted Scores |
|----------------------------|-----------------------|
| Price                      | 80                    |
| Specific goals - Scorecard | 20                    |
| <b>TOTAL SCORE:</b>        | <b>100</b>            |

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

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

| Selected Specific Goal                             | Number of points allocated (80/20) |
|----------------------------------------------------|------------------------------------|
| B-BBEE Level of contributor – Level 1& 2           | 6,67                               |
| +50% Black Youth Owned Entities                    | 6,67                               |
| 30% Black women Owned entities                     | 6,67                               |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0                                  |

| Specific Goals                 | Acceptable Evidence                                                                                                                           |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| B-BBEE                         | B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines        |
| 30% Black Women Owned Entities | B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines |
| 50% Black Youth Owned Entities | Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)       |

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

The maximum points for this bid are allocated as follows:

| DISCRIPTION                                                                                                                                                                                                                                                                  | POINTS     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| PRICE                                                                                                                                                                                                                                                                        | <b>80</b>  |
| B-BBEE STATUS LEVEL OF CONTRIBUTION TOTAL POINTS                                                                                                                                                                                                                             | <b>20</b>  |
| <ul style="list-style-type: none"> <li>B-BBEE Level of contributor – Level 1&amp; 2 - (6,67)</li> <li>30% Black Women Owned Entities - (6,67)</li> <li>+50% Black Youth Owned Entities - (6,67)</li> <li>Non-Compliant and/or B-BBEE Level 3-8 contributors - (0)</li> </ul> |            |
| Total points for Price and Specific Goals must not exceed                                                                                                                                                                                                                    | <b>100</b> |

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

### C.3.13 Tender offers will only be accepted if:

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

to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

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

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

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## **T2.1 List of Returnable Documents**

### **2.1.1 Stage Two as per CIDB: these schedules will be utilised for Functionality evaluation purposes:**

- T2.2-01 **Evaluation Schedule:** Proof of Previous Experience
- T2.2-02 **Evaluation Schedule:** Project Organogram, Management & CV's
  - Certified copy of the Registered Contractor License issued by the Department of Labour
  - Certified copy of the Registered Person License issued by the Department of Labour
- T2.2-03 **Evaluation Schedule:** Method Statement
- T2.2-04 **Evaluation Schedule:** Health and Safety Management

### **2.1.2 Returnable Schedules:**

#### **General:**

- T2.2-05 Authority to submit tender
- T2.2-06 Record of addenda to tender documents
- T2.2-07 Letter of Good Standing
- T2.2-08 Risk Elements
- T2.2-09 Availability of equipment and other resources
- T2.2-10 Schedule of proposed Subcontractors
- T2.2-11 Site Establishment requirements

#### **Agreement and Commitment by Tenderer:**

- T2.2-12: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
  - Valid proof of Respondent's compliance to B-BBEE requirements stipulated in SBD6
- T2.2-13 Non-Disclosure Agreement
- T2.2-14 RFP Declaration Form
- T2.2-15 RFP – Breach of Law
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Service Provider Integrity Pact
- T2.2-18 Supplier Code of Conduct
- T2.2-19 Agreement in terms of Protection of Personal Information Act (POPIA)

### **2.1.3 Bonds/Guarantees/Financial/Insurance:**

- T2.2-20 Insurance provided by the Contractor

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

## **2.3 C1.2 Contract Data Part Two (Data by Contractor)**

## **2.4 C2.2 Bill of Quantities**

## T2.2-01: Evaluation Schedule: Previous Experience

### Note to tenderers:

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

- A list of past / current comparable projects.
- Construction of similar Works as detailed in the Works Information with reference to:  
**Supply and Install Extractor fans**
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

### Index of documentation attached to this schedule

|          | DOCUMENT NAME |
|----------|---------------|
| <b>1</b> |               |
| <b>2</b> |               |
| <b>3</b> |               |
| <b>4</b> |               |
| <b>5</b> |               |
| <b>6</b> |               |
| <b>7</b> |               |

| Score     | Previous Experience                                                                                                                                                                                                                                                                                                   | Weight: Maximum 40 |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>0</b>  | The Tenderer failed to address the question / issue. Has not submitted the required information.                                                                                                                                                                                                                      |                    |
| <b>20</b> | The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in <b>one (1)</b> project relating to the scope of works.<br><br>The tenderer has limited or poor evidence of previous experience. |                    |
| <b>40</b> | The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in <b>two (2)</b> projects relating to scope of <i>works</i> .                                                       |                    |

|            |                                                                                                                                                                                                                                                                                                                                                              |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | The tenderer lacks convincing evidence of knowledge of previous experience, specific to the <i>works</i> .                                                                                                                                                                                                                                                   |
| <b>60</b>  | The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in <b>three (3)</b> projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the particular requirements of the <i>works</i> . |
| <b>80</b>  | The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in <b>four (4)</b> projects relating to the scope of works. The tenderer has extensive previous experience in relation to the <i>works</i> .                |
| <b>100</b> | The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in <b>more than four (4)</b> projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature.                        |

**Only relevant and sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value) will be expected**

## **T2.2-02: Evaluation Schedule: Project Organogram, Management & CV's**

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required Works as per scope and submit the following documents as a minimum with the tender:

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
  - i. Relevant experience according to Scope of Works etc.
  - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

As a minimum each CV should address the following, but not limited to;

- i. Personal particulars
    - a. Name
    - b. Place (s) of tertiary education and dates associated therewith
    - c. Professional awards
  - ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
  - iii. Name of current employer and position in enterprise
  - iv. Overview of post graduate experience (year, organization and position)
- Outline of recent assignments / experience that has a bearing on the Scope of Works

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

| Key Person Role           | Name of Resource |
|---------------------------|------------------|
| Project Manager           |                  |
| Quality Officer           |                  |
| Qualified Electrician     |                  |
| Health and Safety Manager |                  |
| Health and Safety Officer |                  |
|                           |                  |
|                           |                  |
|                           |                  |
|                           |                  |

The scoring of the Project Organogram, Management & CV's will be as follows:

| <b>Weight</b> | <b>Knowledge of issues pertinent to the project for the following:</b>                                                                                                                                                                                                                                                                                       |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>30%</b>    | <b>NB:</b> Weightings are as per general experience and qualifications sub-criterion                                                                                                                                                                                                                                                                         |
| <b>Points</b> |                                                                                                                                                                                                                                                                                                                                                              |
| (score 0)     | No response or Bidder has not submitted an Organogram with key personnel or no CV'S of proof of experience and qualifications.                                                                                                                                                                                                                               |
| (score 20)    | Bidder has submitted an Organogram and CV's of key personnel Key personnel including:<br>0-1 years' experience with National diploma in Electrical/ N3-N6 qualifications, <ul style="list-style-type: none"> <li>Valid Registered Contractor License, and</li> <li>Registered Person License issued by the Department of Labour</li> </ul>                   |
| (score 40)    | Bidder has submitted an Organogram and CV's of key personnel Key personnel including:<br>More than 1 year to 2 years' experience with National diploma in Electrical/ N3-N6 qualifications, <ul style="list-style-type: none"> <li>Valid Registered Contractor License, and</li> <li>Registered Person License issued by the Department of Labour</li> </ul> |
| (score 60)    | Bidder has submitted an Organogram and CV's of key personnel Key personnel including:<br>More than 2 year to 3 years' experience with National diploma in Electrical/ N3-N6 qualifications, <ul style="list-style-type: none"> <li>Valid Registered Contractor License, and</li> <li>Registered Person License issued by the Department of Labour</li> </ul> |
| (score 80)    | Bidder has submitted an Organogram and CV's of key personnel Key personnel including:<br>More than 3 year to 4 years' with National diploma in Electrical/ N3-N6 qualifications, <ul style="list-style-type: none"> <li>Valid Registered Contractor License, and</li> <li>Registered Person License issued by the Department of Labour</li> </ul>            |
| (score 100)   | Bidder has submitted an Organogram and CV's of key personnel Key personnel including:<br>More than 4 years' with National diploma in Electrical/ N3-N6 qualifications, <ul style="list-style-type: none"> <li>Valid Registered Contractor License, and</li> <li>Registered Person License issued by the Department of Labour</li> </ul>                      |

Example of Registrations required:

The image displays two examples of registration forms from the Department of Labour, South Africa. The left form is a 'REGISTRATION OF ELECTRICAL CONTRACTORS' form, and the right form is a 'REGISTRATION OF ELECTRICAL CONTRACTORS' form. Both forms include a large 'SPECIMEN' watermark.

**Left Form: REGISTRATION OF ELECTRICAL CONTRACTORS**

employment & labour  
Department of Employment and Labour  
REPUBLIC OF SOUTH AFRICA

Private Bag 9111, PRETORIA, 001, Labour House, 116 Ficks Road (near) PRETORIA,  
Tel: 011 359 4000, Fax: 011 359 4002

Enclosed: 1. Receipt  
Tel: 011 359 4000  
Reference: 105 1000  
Date: 1 February 2021

**REGISTRATION OF ELECTRICAL CONTRACTORS**

Occupational Health and Safety Act, 1993  
ELECTRICITY REGULATION REGISTRATION (EER) REGISTRATION  
OF ELECTRICAL CONTRACTORS

Your application dated 1/02/2021 registration as an electrical contractor refers.

You are hereby registered as an electrical contractor in terms of regulation 5(4) of the  
Electrical Installation Regulations, 1993, period from 01/02/2021 to 31/03/2022 with  
registration number 0000000000 in the following category:

1. Any electrical installation, including special electrical installations

The following registered person(s) has/have been placed in the database of the department  
under the above mentioned electrical installation category:

| Name          | Registration number |
|---------------|---------------------|
| 1. [REDACTED] | [REDACTED]          |

This registration may be withdrawn in terms of regulation 5(4) of the Electrical Installation  
Regulations failing to comply with the above regulations.

Yours faithfully,  
For Chief Inspector

0000000000 Registration of electrical contractor  
Page 1 of 1

Department of Employment and Labour - Department van Arbeid en Arbeid  
Ministerie van Arbeid en Arbeid - Ministerie van Arbeid en Arbeid  
Ministerie van Arbeid en Arbeid - Ministerie van Arbeid en Arbeid  
Ministerie van Arbeid en Arbeid - Ministerie van Arbeid en Arbeid  
Ministerie van Arbeid en Arbeid - Ministerie van Arbeid en Arbeid

**Right Form: REGISTRATION OF ELECTRICAL CONTRACTORS**

DEPARTEMENT VAN ARBEID  
DEPARTMENT OF LABOUR

Hiermee word gesertifiseer dat die houder van hierdie kaart nie 'n  
aanwysingsaanwysing, naam en aansienlik op die kaart verskyn, volgens  
Regulasie 11 van die Elektriese Installasie Regulasies uitgevaardig  
ingevolge die wet op Bewegingsvryheid en Veiligheid 1993, gereguleer  
is as 'n gereguleerde persoon.

It is hereby certified that the holder of this card-visa identity number,  
name and signature appear on the opposite side, has obtained a registration  
11 of the Electrical Installation Regulations made under the Occupational  
Health and Safety Act 1993, upon registration as a registered person.

12/04/2015  
DATE/MOONTE  
HOOFSPESKTOURCHIEF INSPEKTOR

**Bottom Form: REGISTRATION OF ELECTRICAL CONTRACTORS**

REGISTRATION OF ELECTRICAL CONTRACTORS  
ELECTRICITY REGULATION REGISTRATION (EER) REGISTRATION  
OF ELECTRICAL CONTRACTORS

NAME: [REDACTED]  
SURNAME: [REDACTED]  
ID NUMBER: [REDACTED]  
REGISTRATION NUMBER: [REDACTED]  
EXPIRY DATE: [REDACTED]  
CATEGORY: [REDACTED]

## T2.2-03: Evaluation Schedule: Method Statement

### Note to tenderers:

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

- A detailed method statement is required for the **Supply and Install Extractor fans for the Battery rooms at various substations.**

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

- Order and timing of the audits, inspection and design milestones that will take place in order to provide the *Works*.
- Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.

**Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below, and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an "acceptable" score should they not provide the information as required in this Returnable.**

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

### Weight: Maximum 20 Points

|                      |                                                                                                                                 |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>Score<br/>0</b>   | Bidder did not attach method statement with timelines.                                                                          |
| <b>Score<br/>20</b>  | Bidder did not attach method statement but only timelines.                                                                      |
| <b>Score<br/>40</b>  | Bidder has attached method statement with timelines but not all information provided to complete project.                       |
| <b>Score<br/>60</b>  | Bidder has attached method statement with timelines to complete project within 6 Months of awarded contract                     |
| <b>Score<br/>80</b>  | Bidder has attached method statement with timeline to complete project within 5 Months of being awarded contract.               |
| <b>Score<br/>100</b> | Bidder has attached method statement with timeline to complete project within 4 Months weeks or less of being awarded contract. |

## **T2.2-04: Evaluation Schedule: Health and Safety Management**

The tenderer must submit the following documents as a minimum with the tender submission:

1. Contract specific Health & Safety plan including the following:
  - a. Roles and responsibilities of legal appointees in terms of OHSA 85 of 1993 and its Regulations.
    - i. S16.1 CEO,
    - ii. CR8.1 Construction manager,
    - iii. CR8.5 Construction Health & Safety officer,
    - iv. CR8.7 Construction Supervisor,
    - v. CR9.1 Risk Assessor
  - b. Valid Letter/s of Good Standing with the Workmen's compensation fund (Letters of Good Standing from all members of a newly formed JV).
  - c. Overview of Tenderer's SHE system for project
2. Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated.
3. Synopsis of Health & Safety incidents, description, type and action taken to prevent re-occurrence and submission of completed cost breakdown sheet within the last five years.

The scoring of the Tender's Health and Safety criteria is as follows:

|                    |                                                                                                                                                                                                                                                                             |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    | <b>Roles &amp; Responsibilities, such as S16.1 CEO, CR 8.1 Construction manager, CR 8.5 Health and Safety officer CV and proof registration with SACPCMP, CR 8.7 Construction Supervisor, CR 9.1 Risk Assessor as per the Occupational health and safety Act 85 of 1993</b> |
| <b>Points</b>      | <b>Weight: Maximum 10</b>                                                                                                                                                                                                                                                   |
| <b>(score 0)</b>   | The tenderer has submitted no information or inadequate information to determine a score.                                                                                                                                                                                   |
| <b>(score 20)</b>  | Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and Transnet health and safety specification.                                                                                                                 |
| <b>(score 40)</b>  | Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and Transnet health and safety specification.                                                                                                        |
| <b>(score 60)</b>  | Satisfactory response on roles and responsibilities as per Employer's requirements.                                                                                                                                                                                         |
| <b>(score 80)</b>  | Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and Transnet health and safety specification.                                                                                                                                  |
| <b>(score 100)</b> | Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and Transnet Health and Safety Management Specification and CV and proof of professional registration with SACPCMP submitted.                                                    |

**Attached submissions to this schedule:**

.....

.....

.....

.....

.....

.....

## T2.2-05: Authority to submit a Tender

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

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

### A. Certificate for Company

I, \_\_\_\_\_ chairperson of the board of directors \_\_\_\_\_  
 \_\_\_\_\_, hereby confirm that by resolution of the  
 board taken on \_\_\_\_\_ (date), Mr/Ms \_\_\_\_\_,  
 acting in the capacity of \_\_\_\_\_, was authorised to sign all  
 documents in connection with this tender offer and any contract resulting from it on behalf of  
 the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all documents in

connection with the tender offer for Contract \_\_\_\_\_ and any

contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

**NOTE:** This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms \_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_

\_\_\_\_\_ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

| <b>Name of firm</b> | <b>Address</b> | <b>Authorising signature, name (in caps) and capacity</b> |
|---------------------|----------------|-----------------------------------------------------------|
|                     |                |                                                           |
|                     |                |                                                           |
|                     |                |                                                           |
|                     |                |                                                           |

**D. Certificate for Sole Proprietor**

I, \_\_\_\_\_, hereby confirm that I am the sole owner of the  
business trading as \_\_\_\_\_.

Signed

Date

Name

Position

Sole Proprietor

## T2.2-06: Record of Addenda to Tender Documents

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

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

## **T2.2-07 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

1. \_\_\_\_\_
2. \_\_\_\_\_

Name of Company/Members of Joint Venture:

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

## T2.2-08: Risk Elements

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

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

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

|                    |
|--------------------|
| 1. Electrocutation |
| 2. Derailment      |
| Other /            |
|                    |
|                    |
|                    |
|                    |
|                    |
|                    |
|                    |
|                    |
|                    |
|                    |

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

**T2.2-09: Availability of Equipment and Other Resources**

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

| Equipment Type and Availability – Description | Hourly Rate | Number of Equipment | Details of Ownership |
|-----------------------------------------------|-------------|---------------------|----------------------|
|                                               |             |                     |                      |
|                                               |             |                     |                      |
|                                               |             |                     |                      |
|                                               |             |                     |                      |
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|                                               |             |                     |                      |
|                                               |             |                     |                      |
|                                               |             |                     |                      |
|                                               |             |                     |                      |

## T2.2-10: Proposed Sub-Contractors

**Tenderer to note that if successful, any deviations from the list of proposed sub-contractors in the contract phase will be subject to acceptance by the Project *Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.**

Provide **detailed information** of the proposed Sub-contractors below:

|    | Name of proposed Sub-contractor | Proposed Sub-contractor National Treasury Central Supplier Database Registration Number Address and Region | Nature and extent of work | B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No | Percentage (%) of the sub-contracted works in terms of the tendered total of the prices. |
|----|---------------------------------|------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| 1. |                                 |                                                                                                            |                           |                                                                               |                                                                                          |
| 2. |                                 |                                                                                                            |                           |                                                                               |                                                                                          |
| 3. |                                 |                                                                                                            |                           |                                                                               |                                                                                          |
| 4. |                                 |                                                                                                            |                           |                                                                               |                                                                                          |
| 5. |                                 |                                                                                                            |                           |                                                                               |                                                                                          |
| 6. |                                 |                                                                                                            |                           |                                                                               |                                                                                          |



## **T2.2-12: ANNEX G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

| <b>Name</b> | <b>Identity number</b> | <b>Personal income tax number</b> |
|-------------|------------------------|-----------------------------------|
|             |                        |                                   |
|             |                        |                                   |
|             |                        |                                   |

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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

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

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

|                       |                |
|-----------------------|----------------|
| Signed                | Date           |
| Name _____            | Position _____ |
| Enterprise name _____ |                |

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM

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

#### 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

|                                                          | POINTS     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION TOTAL</b>         | <b>20</b>  |
| • B-BBEE Level of contributor – Level 1& 2               | - (6.67)   |
| • 30% Black Women Owned Entities                         | - (6.67)   |
| • +50% Black Youth Owned Entities                        | - (6.67)   |
| • Non-Compliant and/or B-BBEE Level 3-8 contributors     | - (0)      |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that

specific goal are not claimed.

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

## **2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of , works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or the Works in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

| Specific Goals                  | Acceptable Evidence                                                                                                                                                                               |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B-BBEE Status contributor       | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline                                                  |
| 30% Black Women Owned Entities  | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline                                                  |
| +50% Black Youth Owned Entities | Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |

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

| Enterprise   | B-BBEE Certificate & Sworn Affidavit                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Large</b> | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>QSE</b>   | Certificate issued by SANAS accredited verification agency<br>Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)<br>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .] |



|            |                                                                                                                                                                                                                                                                                                                                                                                      |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EME</b> | <p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p> |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|



**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

- 1. ....
- 2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of institution | State |
|-----------|-----------------|---------------------|-------|
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |

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

---

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or Works to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided

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

to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

|           |                |
|-----------|----------------|
| .....     | .....          |
| Signature | Date           |
| .....     | .....          |
| Position  | Name of bidder |

## **T2.2-13 NON-DISCLOSURE AGREEMENT**

**[November 2022]**

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

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

**TRANSNET SOC LTD**

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

**and**

.....

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

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

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

## 2. CONFIDENTIAL INFORMATION

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

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

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

## **7. ADEQUACY OF DAMAGES**

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

## **8. PRIVACY AND DATA PROTECTION**

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

## **9. GENERAL**

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

Signed

Date

Name

Position

Tenderer

## T2.2-14: RFP DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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---

---

Indicate nature of relationship with Transnet:

---

---

---

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-21 "Service Provider Integrity Pact".

|                                                                  |
|------------------------------------------------------------------|
| For and on behalf of<br><br>.....<br><br>duly authorised thereto |
| Name:                                                            |
| Signature:                                                       |
| Date:                                                            |

### IMPORTANT NOTICE TO TENDERERS

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

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

## T2.2 -15: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

---

---

---

DATE OF BREACH:

---

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

---

SIGNATURE OF TENDER

## T2.2-16 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

---

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

- b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDERER

## **T2.2-17 Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/Contractors the same information and will not provide to any Tenderers/Contractors confidential/additional information through

which the Tenderers/Contractors could obtain an advantage in relation to any tendering process.

- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Contractors participating in the tendering process.

### **3 OBLIGATIONS OF THE TENDERER / CONTRACTOR**

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Contractor commits to the following:
- a) The Tenderer/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement

to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.3 The Tenderer/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
  - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or

- f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Contractor into question, Transnet may reject the Tenderer's / 's / Contractor's application from the registration or tendering process and remove the Tenderer/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also

exclude the Tenderer/ /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Tenderer/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures

as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

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

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
  - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Contractor.

## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / / Contractor. When a dispute arises between Transnet and its Tenderer / / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
  - b) **Perjury:** where a Tenderer / / Contractor make a false statement either in giving evidence or on an affidavit;
  - c) **Scurrilous allegations:** where a Tenderer / / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
  - d) **Abuse of court process:** when a Tenderer / / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

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

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

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

Signature .....

Date .....

## **T2.2-18 : Supplier Code of Conduct**

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

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

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

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

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

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

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

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

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

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

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

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

### ***Conflicts of Interest***

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

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

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

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

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
 Signature

## **T2.2-19 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

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

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is:

**(Name of Tenderer/Contractor .....)**

hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

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

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

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

|            |  |
|------------|--|
| <b>YES</b> |  |
|------------|--|

|           |  |
|-----------|--|
| <b>NO</b> |  |
|-----------|--|

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

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

### **3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

..... **(Pty) Ltd / CC**

(Operator)

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

#### **AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-20: Insurance provided by the *Contractor*

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

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

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

| Insurance against<br>(See clause 84.2 of the ECC)                                                                                                                                                          | Name of Insurance<br>Company | Cover | Premium |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------|---------|
| Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract                                        |                              |       |         |
| Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000 |                              |       |         |
| Insurance in respect of loss of or damage to own property and equipment.                                                                                                                                   |                              |       |         |
| (Other)                                                                                                                                                                                                    |                              |       |         |

## C1.1: Form of Offer & Acceptance

### Offer

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

### Supply and Install Extractor fans for the Battery rooms at various substations in the Kimberley Region

The tenderer, identified in the Offer signature block, has

|  |                                                                                                                                                                                 |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender. |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

## Schedule of Deviations

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4   |         |         |
| 5   |         |         |

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

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

|                             | For the tenderer:                                | For the Employer |
|-----------------------------|--------------------------------------------------|------------------|
| Signature                   | _____                                            | _____            |
| Name                        | _____                                            | _____            |
| Capacity                    | _____                                            | _____            |
| On behalf of                | <i>(Insert name and address of organisation)</i> | Transnet SOC Ltd |
| Name & signature of witness | _____                                            | _____            |
| Date                        | _____                                            | _____            |

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

| Clause | Statement                                                                                                           | Data                                                                                                                                                                  |
|--------|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | <p><b>General</b></p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p> | <p><b>B: Priced contract with bill of quantities</b></p>                                                                                                              |
|        | dispute resolution Option                                                                                           | <b>W1: Dispute resolution procedure</b>                                                                                                                               |
|        | and secondary Options                                                                                               | <p><b>X2 Changes in the law</b></p> <p><b>X16 Retention</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: <i>Additional conditions of contract</i></b></p>  |
|        | of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)                      |                                                                                                                                                                       |
| 10.1   | The <i>Employer</i> is:                                                                                             | <b>Transnet SOC Ltd</b><br><b>(Registration No. 1990/000900/30)</b>                                                                                                   |
|        | Address                                                                                                             | Registered address:<br><b>Transnet Corporate Centre</b><br><b>138 Eloff Street</b><br><b>Braamfontein</b><br><b>Johannesburg</b><br><b>2000</b>                       |
|        | Having elected its Contractual Address for the purposes of this contract as:                                        | <b>Transnet Freight Rail</b><br><b>Supply Chain Management</b><br><b>Rail Engineering Building</b><br><b>Room 101</b><br><b>Bloemfontein</b><br><b>(051) 408 2206</b> |
|        | Tel No.                                                                                                             |                                                                                                                                                                       |

|          |                                                                                              |                                                                                                               |
|----------|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| 10.1     | The <i>Project Manager</i> is: (Name)                                                        | Phiwayinkosi Khumalo                                                                                          |
|          | Address                                                                                      | Depot Engineer , Rail Network, Kimberley South                                                                |
|          | e-mail                                                                                       | Phiwayinkosi.Khumalo@transnet.net                                                                             |
| 11.2(13) | The <i>works</i> are                                                                         | <b>Supply and Install Extractor fans for the Battery rooms at various substations in the Kimberley Region</b> |
| 11.2(14) | The following matters will be included in the Risk Register                                  | <b>1. Electrocution<br/>2. Derailment<br/>3. Collision</b>                                                    |
| 11.2(15) | The <i>boundaries of the site</i> are                                                        | <b>Kimberley Region</b>                                                                                       |
| 11.2(16) | The Site Information is in                                                                   | <b>Part C4</b>                                                                                                |
| 11.2(19) | The Works Information is in                                                                  | <b>Part C3</b>                                                                                                |
| 12.2     | The <i>law of the contract</i> is the law of                                                 | <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>                |
| 13.1     | The <i>language of this contract</i> is                                                      | <b>English</b>                                                                                                |
| 13.3     | The <i>period for reply</i> is                                                               | <b>4 weeks</b>                                                                                                |
| <b>2</b> | <b>The <i>Contractor's</i> main responsibilities</b>                                         | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                  |
| <b>3</b> | <b>Time</b>                                                                                  |                                                                                                               |
| 11.2(3)  | The <i>completion date</i> for the whole of the <i>works</i> is                              | <b>25 March 2025</b>                                                                                          |
| 31.1     | The <i>Contractor</i> is to submit a first programme for acceptance within                   | <b>2 weeks of the Contract Date.</b>                                                                          |
| 31.2     | The <i>starting date</i> is                                                                  | <b>29 November 2024</b>                                                                                       |
| 32.2     | The <i>Contractor</i> submits revised programmes at intervals no longer than                 | <b>2 weeks.</b>                                                                                               |
| 35.1     | The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date. |                                                                                                               |

|          |                                                                                                                             |                                                                                                                                                                                              |
|----------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>4</b> | <b>Testing and Defects</b>                                                                                                  |                                                                                                                                                                                              |
| 42.2     | The <i>defects date</i> is                                                                                                  | <b>52 (fifty two) weeks after Completion of the whole of the <i>works</i>.</b>                                                                                                               |
| 43.2     | The <i>defect correction period</i> is                                                                                      | <b>2 weeks</b>                                                                                                                                                                               |
| <b>5</b> | <b>Payment</b>                                                                                                              |                                                                                                                                                                                              |
| 50.1     | The <i>assessment interval</i> is monthly on the                                                                            | <b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>                                                                                                                          |
| 51.1     | The <i>currency of this contract</i> is the                                                                                 | <b>South African Rand.</b>                                                                                                                                                                   |
| 51.2     | The period within which payments are made is                                                                                | <b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>                                     |
| 51.4     | The <i>interest rate</i> is                                                                                                 | <b>the prime lending rate of Standard Bank of South Africa.</b>                                                                                                                              |
| <b>6</b> | <b>Compensation events</b>                                                                                                  |                                                                                                                                                                                              |
| 60.1(13) | The <i>weather measurements</i> to be recorded for each calendar month are,                                                 | <b>the cumulative rainfall (mm)</b><br><br><b>the number of days with rainfall more than 10 mm</b><br><br><b>the number of days with minimum air temperature less than 0 degrees Celsius</b> |
|          | The place where weather is to be recorded (on the Site ) is:                                                                | <b>The <i>Contractor's</i> Site establishment area</b>                                                                                                                                       |
|          | The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: |                                                                                                                                                                                              |
|          | and which are available from:                                                                                               | <b>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b>                                                                       |
| <b>7</b> | <b>Title</b>                                                                                                                | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                                                 |

|          |                                                                        |                                                                                                                                                                                                                                                                                                                                                     |
|----------|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>8</b> | <b>Risks and insurance</b>                                             |                                                                                                                                                                                                                                                                                                                                                     |
| 80.1     | These are additional <i>Employer's</i> risks                           | <b>None</b>                                                                                                                                                                                                                                                                                                                                         |
| 84.1     | The <i>Employer</i> provides these insurances from the Insurance Table |                                                                                                                                                                                                                                                                                                                                                     |
|          | 1 Insurance against:                                                   | <b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>                                                                                                                                                                                                        |
|          | Cover / indemnity:                                                     | <b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                        |
|          | The deductibles are:                                                   | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
|          | 2 Insurance against:                                                   | <b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b> |
|          | Cover / indemnity                                                      | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                     |
|          | The deductibles are                                                    | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
|          | 3 Insurance against:                                                   | <b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>                                                                                                                                                                                                              |
|          | Cover / indemnity                                                      | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                     |
|          | The deductibles are:                                                   | <b>As stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
|          | 4 Insurance against:                                                   | <b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>                                                                                                                                                                                                                                         |

|                     |                                                                                                                                                                               |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cover / indemnity   | <b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>                                                                                                       |
| The deductibles are | <b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>                     |
| Note:               | <b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b> |

84.1

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

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

The *Contractor* provides these additional Insurances

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

**4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**

**5 The insurance coverage referred to in 1, 2, 3 and 4, above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**

|          |                                                                                                                                                                                                                                                                                                                          |                                                                                                                                           |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 84.2     | The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is | <b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b> |
| 84.2     | The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:                                                                                                                                                       | <b>Principal Controlled Insurance policy for Contract</b>                                                                                 |
| <b>9</b> | <b>Termination</b>                                                                                                                                                                                                                                                                                                       | <b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>                               |

**10 Data for main Option clause B**

|           |                                                                                                                                                                                      |                                                                                                                                                                                                                     |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <b>Priced contract with Bill of Quantities</b>                                                                                                                                       | <b>No additional data is required for this Option.</b>                                                                                                                                                              |
| 60.6      | The <i>method of measurement</i> is                                                                                                                                                  | <b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</b>                                                                                                           |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                                            |                                                                                                                                                                                                                     |
| W1.1      | The <i>Adjudicator</i> is                                                                                                                                                            | <b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b> |
| W1.2(3)   | The <i>Adjudicator nominating body</i> is:<br><br>If no <i>Adjudicator nominating body</i> is entered, it is:                                                                        | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b><br><br><b>the Association of Arbitrators (Southern Africa)</b>                                                                              |
| W1.4(2)   | The <i>tribunal</i> is:                                                                                                                                                              | <b>Arbitration</b>                                                                                                                                                                                                  |
| W1.4(5)   | The <i>arbitration procedure</i> is                                                                                                                                                  | <b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>                                                                                                                |
|           | The place where arbitration is to be held is                                                                                                                                         | <b>Kimberley, South Africa</b>                                                                                                                                                                                      |
|           | The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or<br>- if the arbitration procedure does not state who selects an arbitrator, is | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>                                                                                                                                             |
| <b>12</b> | <b>Data for secondary Option clauses</b>                                                                                                                                             |                                                                                                                                                                                                                     |
| <b>X2</b> | <b>Changes in the law</b>                                                                                                                                                            | <b>No additional data is required for this Option</b>                                                                                                                                                               |
|           | <b>Retention</b>                                                                                                                                                                     |                                                                                                                                                                                                                     |

|                                                                                                                                                                                                             |                                                                                                                                                                               |                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <b>X16</b>                                                                                                                                                                                                  |                                                                                                                                                                               |                                                           |
| X16.1                                                                                                                                                                                                       | The retention free amount is                                                                                                                                                  | <b>Nil</b>                                                |
|                                                                                                                                                                                                             | The retention percentage is                                                                                                                                                   | <b>10% on all payments certified.</b>                     |
| <b>X18</b>                                                                                                                                                                                                  |                                                                                                                                                                               |                                                           |
| <b>Limitation of liability</b>                                                                                                                                                                              |                                                                                                                                                                               |                                                           |
| X18.1                                                                                                                                                                                                       | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:                                                                    | <b>Nil</b>                                                |
| X18.2                                                                                                                                                                                                       | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:                            | <b>The deductible of the relevant insurance policy</b>    |
| X18.3                                                                                                                                                                                                       | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:                                                | <b>The cost of correcting the Defect</b>                  |
| X18.4                                                                                                                                                                                                       | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | <b>The Total of the Prices</b>                            |
| X18.5                                                                                                                                                                                                       | The <i>end of liability date</i> is                                                                                                                                           | <b>5 years after Completion of the whole of the works</b> |
| <b>Z</b>                                                                                                                                                                                                    |                                                                                                                                                                               |                                                           |
| <b>Additional conditions of contract are:</b>                                                                                                                                                               |                                                                                                                                                                               |                                                           |
| <b>Z1</b>                                                                                                                                                                                                   |                                                                                                                                                                               |                                                           |
| <b>Additional clauses relating to Joint Venture</b>                                                                                                                                                         |                                                                                                                                                                               |                                                           |
| <b>Z1.1</b>                                                                                                                                                                                                 |                                                                                                                                                                               |                                                           |
| <b>Insert the additional core clause 27.5</b>                                                                                                                                                               |                                                                                                                                                                               |                                                           |
| <b>27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the</b> |                                                                                                                                                                               |                                                           |

instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

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

|             |                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             |                                                                             | <p>guaranteed by the constituents from time to time;</p> <p>v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p>                                                                                                                                                                                                                                                                                                 |
| <b>Z1.2</b> |                                                                             | <p><b>Insert additional core clause 27.6</b></p> <p><b>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</b></p>                                                                                                                                                                                                                                                                       |
| <b>Z2</b>   | <b>Additional obligations in respect of Termination</b>                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Z2.1</b> |                                                                             | <p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul> |
| <b>Z2.2</b> | <b>Termination Table</b>                                                    | <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p><b>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</b></p>                                                                                                                                                                                                                                                                                                          |
| <b>Z2.3</b> |                                                                             | <p><b>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Z3</b>   | <b>Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

### **Z3.1**

The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:

1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

## **Z4 Additional Clause Relating to Collusion in the Construction Industry**

### **Z4.1**

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

## **Z5 Protection of Personal Information Act**

### **Z5.1**

The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

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

|          |                                                             |                                                                                                                                                                            |  |  |
|----------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|          |                                                             | <b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled T2.2-02: Evaluation Schedule: Project Organogram, Management &amp; CV's.</b> |  |  |
| 11.2(14) | The following matters will be included in the Risk Register |                                                                                                                                                                            |  |  |
| 31.1     | The programme identified in the Contract Data is            |                                                                                                                                                                            |  |  |
| <b>B</b> | <b>Priced contract with bill of quantities</b>              |                                                                                                                                                                            |  |  |
| 11.2(21) | The <i>bill of quantities</i> is in                         | <b>Act</b>                                                                                                                                                                 |  |  |
| 11.2(31) | The tendered total of the Prices is                         | <div>_____ (in figures)</div> <div>_____</div> <div>_____ (in words), excluding VAT</div>                                                                                  |  |  |
|          |                                                             |                                                                                                                                                                            |  |  |
|          | <b>Data for Schedules of Cost Components</b>                | <i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>           |  |  |

| <b>B</b>   | <b>Priced contract with bill of quantities</b>                               | <b>Data for the Shorter Schedule of Cost Components</b> |                         |             |
|------------|------------------------------------------------------------------------------|---------------------------------------------------------|-------------------------|-------------|
| 41 in SSCC | The percentage for people overheads is:                                      | <b>%</b>                                                |                         |             |
| 21 in SSCC | The published list of Equipment is the last edition of the list published by |                                                         |                         |             |
|            | The percentage for adjustment for Equipment in the published list is         | <b>% (state plus or minus)</b>                          |                         |             |
| 22 in SSCC | The rates of other Equipment are:                                            | <b>Equipment</b>                                        | <b>Size or capacity</b> | <b>Rate</b> |
|            |                                                                              |                                                         |                         |             |
|            |                                                                              |                                                         |                         |             |

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

**PART C2: PRICING DATA**

| Document reference | Title                          | No of pages |
|--------------------|--------------------------------|-------------|
| C2.1               | Pricing instructions: Option B | 5           |
| C2.2               | The bill of quantities         | 1           |

## C2.1 Pricing instructions: Option B

### 1. The *conditions of contract*

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

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

**Identified  
and defined  
terms**

11

11.2

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

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

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

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

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

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

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

## 1.2. Function of the Bill of Quantities

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

## 1.3. Guidance before pricing and measuring

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

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

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

## 2. Measurement and payment

### 2.1. Symbols

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

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

|                       |                 |
|-----------------------|-----------------|
| No.                   | number          |
| Prov sum <sup>1</sup> | provisional sum |
| PC-sum                | prime cost sum  |
| R/only                | Rate only       |
| sum                   | Lump sum        |
| t                     | ton (1000kg)    |
| W/day                 | Work day        |

## 2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment

<sup>1</sup> Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

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

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

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

## C2.2 The *bill of quantities*

### **Description:**

| *1) Supply and install extractor fan,<br>*2) Supply and install cabling/ all wiring to & from extractor,<br>*3) All small part steel work,<br>*4) Testing & commissioning (Certificate of Compliance) |                    |                             |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------|------------------|
| Installation Sites                                                                                                                                                                                    | *Qty<br>Unit Price | Unit Price<br>(EXCL VAT)    | TOTAL (EXCL VAT) |
| Blinklip                                                                                                                                                                                              | 1 Act              |                             |                  |
| Postmansburg                                                                                                                                                                                          | 1 Act              |                             |                  |
| Tsantsabane                                                                                                                                                                                           | 1 Act              |                             |                  |
| Lime acres                                                                                                                                                                                            | 1 Act              |                             |                  |
| Clifton                                                                                                                                                                                               | 1 Act              |                             |                  |
| Trewil                                                                                                                                                                                                | 1 Act              |                             |                  |
| Groenwater                                                                                                                                                                                            | 1 Act              |                             |                  |
|                                                                                                                                                                                                       |                    |                             |                  |
| P&Gs                                                                                                                                                                                                  | 1 sum              |                             |                  |
|                                                                                                                                                                                                       |                    | Sub Total                   |                  |
|                                                                                                                                                                                                       |                    | Vat 15 %<br>(If Applicable) |                  |
|                                                                                                                                                                                                       |                    | Total                       |                  |

## PART C3: SCOPE OF WORK

| Document reference    | Title                               | No of page |
|-----------------------|-------------------------------------|------------|
| C3.1                  | This cover page                     | 1          |
|                       | <i>Employer's Works Information</i> | 3          |
| Total number of pages |                                     | 4          |

## C.3.1 Works information

BBG6203 Version 1

### 1.0 SCOPE

This specification covers the Transnet Freight Rail's requirements for the design, manufacture, delivery, installation and commissioning of the wall mounted extractor fans for the battery compartments in a 3kV DC traction substations. (Refer to Picture 12.0)

### 2.0 BACKGROUND

3kV DC traction substations are built in areas where high temperatures are experienced in South Africa. These substations contain various control equipment which are controlled by the supply from the battery room. The batteries are housed in a demarcated room within the substation building where air flow is limited.

Due to the high temperatures experienced, the wall mounted extractor fans are required to exhaust hot air and fumes from the battery room.

### 3.0 STANDARDS AND PUBLICATIONS

Unless otherwise specified equipment supplied shall comply with the current edition of the relevant SANS or Transnet Freight Rail's publication where applicable.

#### 3.1 SOUTH AFRICAN NATIONAL STANDARDS (SANS)

|                 |                                                                                          |
|-----------------|------------------------------------------------------------------------------------------|
| SANS 9001:      | Quality management systems.                                                              |
| SANS 10142-1:   | Installation and wiring of premises.                                                     |
| SANS 10400 – O: | The application of the national building regulation – part O (Lighting and ventilation). |
| SANS 60034 – 5: | Rotating electrical machines part 5.                                                     |
| SANS 60529:     | Degree of protection provided by enclosures (IP code).                                   |

#### 3.2 TRANSNET FREIGHT RAIL'S PUBLICATIONS

|          |                                                                     |
|----------|---------------------------------------------------------------------|
| BBB0041: | Preparation of drawings for Transnet Freight Rail Infrastructure.   |
| BBB2502: | Requirements for battery chargers for 3 kV DC traction substations. |
| BBD5994: | Technical documentation management policy                           |
| BBF3690: | Electrical Safety Instructions 2012.                                |

### 4.0 METHOD OF TENDERING

4.1 Tenderers shall indicate clause by clause compliance with the specification. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. This document can be used by tenderers to elaborate on their response to a clause.

4.2 A statement of non-compliance shall be motivated by the tenderer.

4.3 Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.

4.4 Failure to comply with clauses 4.1, 4.2, and 4.3 could preclude a tender from consideration.

### 5.0 SERVICE CONDITIONS

#### 5.1 Atmospheric conditions

The equipment shall be designed and rated for installation and continuous operation under the following conditions:

|                       |                                                   |
|-----------------------|---------------------------------------------------|
| Altitude:             | 0 to 1800m above sea level.                       |
| Ambient temperature:  | -10°C to +55 °C.                                  |
| Relative humidity:    | 10% to 90%                                        |
| Lightning Conditions: | 20 ground flashes per square kilometre per annum. |

|            |                                                                    |
|------------|--------------------------------------------------------------------|
| Pollution: | Heavily salt laden or polluted with smoke from industrial sources. |
|------------|--------------------------------------------------------------------|



## 5.2 Mechanical service conditions

Extractor fans are installed in close proximity of railway tracks and will be subjected to vibration from the trains.

## 5.3 Electrical conditions

5.3.1 The wall mounted extractor fan shall be designed to operate between 220V – 240V 50 Hz single phase electricity supplies.

5.3.2 The total harmonic distortion (THD) in the auxiliary supply can be up to 27%.

## 6.0 GENERAL REQUIREMENTS

6.1 The extractor fan shall be fitted with high efficient motors, which are maintenance free and sealed for life.

6.2 The motors shall have the built in thermal overload protection and insulated in accordance to SANS 60034 - 5.

6.3 The degree of protection shall be IP54 in accordance to SANS 60529.

6.4 The impellers shall be factory designed to deliver a maximum airflow with minimum vibration and noise.

6.5 The extractor fan shall be wired in accordance to SANS 10142-1.

6.6 The recommended air changes of the battery room shall be between 10 and 20 per hour in accordance to SANS 10400 - O.

6.7 The dimensions of the battery room where extractor fan needs to be installed are:

Height 3630mm

Width 1524mm

Length 3715mm

The dimensions above gives the battery room volume (Length x Width x Height) of 17.56m<sup>3</sup>.

6.8 The wall thickness size of the battery room is 230mm.

## 7.0 QUALITY ASSURANCE

7.1 Transnet Freight Rail reserves the right to carry out inspection and any tests on the equipment at the works of the supplier/manufacturer as stipulated in SANS 9001.

7.2 Arrangements must be made timeously for such inspections to be carried out before delivery of the equipment to the client.

## 8.0 SITE TESTS AND COMMISSIONING

8.1 The contractor shall be responsible for carrying out on-site functional tests before the commissioning of the equipment.

8.2 Acceptance by the Maintenance Engineer/Manager or delegated staff of satisfactory completion of on-site tests in no ways relieves the contractor of his obligation to rectify defects which may have been overlooked or become evident at the later stage.

8.3 Commissioning will only take place after all defects have been rectified to the satisfactory of the maintenance Engineer/Manager or delegated staff.

8.4 The contractor must prove the satisfactory operation of the equipment under live conditions.

8.5 On completion of commissioning the contractor shall hand the equipment over to the Maintenance Engineer/Manager or delegated staff in terms of the relevant engineering instructions.

**9.0 DRAWING AND INSTRUCTION MANUALS**

- 9.1 Drawings and instruction manuals shall be supplied in accordance with Transnet Freight Rail's specification BBD5994.
- 9.2 All drawings (paper prints) shall be submitted to the technical officer for approval. No Construction or manufacturing activity will be allowed prior to the associated drawings having been approved by the technical officer.
- 9.3 The tenderer shall supply three copies of instruction manuals in English and schematic diagrams.

**10.0 GAURANTEE AND DEFECTS**

- 10.1 The contractor shall guarantee the satisfactory operation of the complete electrical installation supplied and installed by him and accept liability for maker's defects, which may appear in design, materials and workmanship.
- 10.2 The guarantee period for all substations shall expire after: -  
A period of 12 months commencing on the date of completion of the contract or the date the equipment is handed over to Transnet Freight Rail whichever is the later.
- 10.3 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Maintenance manager and at the cost of the Contractor.
- 10.4 If urgent repairs have to be carried out by Transnet Freight Rail's staff to maintain operation during the guarantee period the contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.

**11.0 PACKAGING AND TRANSPORT**

The tenderer shall ensure that the equipment be packed in such a manner that it will be protected during handling and transportation.

**10.0 Distances to assit with calculations.**

**Following the distances of the various Sub stations for Kimberley :**

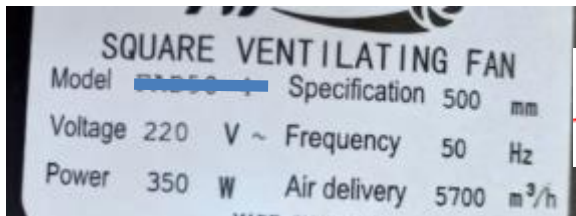
| Site         | KM(from Kimberley to site) |
|--------------|----------------------------|
| Blinklip     | 183                        |
| Postmansburg | 206                        |
| Tsantsabane  | 194                        |
| Lime acres   | 150                        |
| Clifton      | 162                        |
| Trewil       | 140                        |
| Groenwater   | 172                        |

**12.0 Picture of Extractor fan:**





outside



Name plate

## PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

---

### Description of the Site and its surroundings

#### 1. General description

Battery rooms at various substations in the Kimberley region

#### 2. Existing buildings, structures, and plant & machinery on the Site

There are fixed assets and The Contractor shall ensure that all the works being carried out does not deform the existing structures.

#### 3. Hidden services

The employer shall inform the contractor of any possibilities in anticipation.

#### 4. Other reports and publicly available information

It can be necessary for the contractor to work in restricted area and or building and the contractor must ensure he complies with the regulations of Transnet in every way. Contractor and/or any sub-contractors shall be required to arrange with the Transnet Freight Rail Project Manager for permission to enter a restricted area. A list of workmen shall be given to the Manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits but can be shorter in case of an emergency. This includes changes to staff during contract period.