

- 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

T2.2-25 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

OBJECTIVES

Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

COMMITMENTS OF TRANSNET

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

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.

Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.

Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.

Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:

- a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

The acceptance and giving of gifts may be permitted provided that:

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider 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.

A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.

The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

INDEPENDENT TENDERING

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.

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.

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.

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.

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.

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.

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.

Disqualification from Tendering Process

If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.

If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer / Service Provider / Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Service Provider / Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

If the Tenderer / Service Provider / Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.

Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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.

Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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.

PREVIOUS TRANSGRESSIONS

The Tenderer / Service Provider /Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.

If it is found to be that the Tenderer / Service Provider /Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

SANCTIONS FOR VIOLATIONS

Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Tenderer / Service Provider / Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer / Service Provider / Contractor. However, the proceedings with the other Tenderer / Service Provider / Contractor may continue;

- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer / Service Provider / Contractor;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer / Service Provider / Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer / Service Provider; and
- f) Exclude the Tenderer / Service Provider / Contractor from entering into any Tender with Transnet in future.

CONFLICTS OF INTEREST

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.

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.

If a Tenderer / Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

The Tenderer / Service Provider / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer / Service Provider / Contractor.

MONITORING

Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

DISPUTE RESOLUTION

Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 0 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

GENERAL

This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

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.

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.

Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

Should a Tenderer / Service Provider / Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer / Service Provider / Contractor to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

T2.2-26: Request for Quotation – Breach of law

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-27: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

Signed

Date

Name

Position

Tenderer

Annex C

SATS 1286.2011

Local Content Declaration - Summary Schedule

(C1) Tender No.	SIM20041CIDB/ CRAC-LLU-35705		
(C2) Tender description:	Replacement of Electrical Kiosks at Johannesburg Central for a period of 3 months		
(C3) Designated product(s)	Components and Manufacturing Process		
(C4) Tender Authority:	Transnet Freight Rail		
(C5) Tendering Entity name:			
(C6) Tender Exchange Rate:	Pula	EU	GBP
(C7) Specified local content	100%		

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	Components and Manufacturing Process										
B2	Supply and install new Kiosk approx. size H-1.07m, W-0.46m, L-1.14m										
C2	Supply and install new Kiosk approx. size H-2.2m, W-1m, L-3.4m										
D2	Supply and install new Kiosk approx. size H-1.19m, W-0.59m, L-1.22m										
E2	Supply and install new Kiosk approx. size H-0.47m, W-0.16m, L-0.87m										
F2	Supply and install new Kiosk approx. size H-0.87m, W-0.16m, L-0.47m										
G2	Supply and install new Kiosk approx. size H-1.22m, W-0.7m, L-0.8m										
H2	Supply and install new Kiosk approx. size H-1.52m, W-1.07m, L-1.07m										

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	SIM20041CIDB/ CRAC-LLU-35705			
(D2) Tender description:	Replacement of Electrical Kiosks at Johannesburg Central for a period of 3 months			
(D3) Designated Products:	Components and Manufacturing Process			
(D4) Tender Authority:	Transnet Freight Rail			
(D5) Tendering Entity name:				
(D6) Tender Exchange Rate:	Pula		EU	
			GBP	

Note: VAT to be excluded from all calculations

A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R 0

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

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

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

Summary of payments

Local value of payments
(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: _____

(E1)	Tender No.	SIM20041CIDB/ CRAC-LLU-35705	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Replacement of Electrical Kiosks at Johannesburg Central for a period of 3 months	
(E3)	Designated products:	Components and Manufacturing Process	
(E4)	Tender Authority:	Transnet Freight Rail	
(E5)	Tendering Entity name:		

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

Date: _____

Part C1:

Agreement and Contract Data

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:

Replacement of Electrical Kiosks at Johannesburg Central for a period of 3 months

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the Prices exclusive of VAT is	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:**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

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	_____	_____

Part C1.2: Contract Data

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option	B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X5: Sectional Completion X7: Delay damages Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre Waterfall Business Estate 9 Country Estate Drive Midrand 1662
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail 01 Station Road Millsite Krugersdorp Depot-Infra
10.1	The <i>Project Manager</i> is: (Name)	Sello Tonjane
	Address	101 Loveday street, Johannesburg
	Tel	0117734782
	e-mail	Sello.Tonjane@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Mkhaya Zikalala

	Address	101 Loveday street, Johannesburg	
	Tel No.	011 774 4102	
	e-mail	Mkhaya.Zikalala@transnet.net	
11.2(13)	The <i>works</i> are	Replacement of Electrical Kiosks at Johannesburg Central for a period of 3 months	
11.2(14)	The following matters will be included in the Risk Register	No working on heights No working on the railway track	
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time	28 February 2022	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Replacement of Electrical Kiosks at Johannesburg Central	28 February 2022
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Langlaagte Transtel kiosk	30 September 2021
		2 Langlaagte warehouse	
		3 Langlaagte signal kiosk	
		4 Taibon trucking kiosk	
		5 Kayreed kiosk	
		6 Schweizer reneke kiosk	
		7 Springs kiosk	

31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	30 September 2021
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	26 (twenty-six) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty-fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements:
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

South African Weather Service

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	No working on Heights No working on the railway track
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability

	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
	The <i>Contractor</i> provides these additional Insurances	1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> 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 <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. 3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> 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/R10 000 000.**
- 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
- 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**
- 7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**

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

10	Data for main Option clause			
B	Priced contract with Bill of Quantities	No additional data is required for this Option.		
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.		
11	Data for Option W1			
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)		
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)		
	The place where arbitration is to be held is	Sandton, Johannesburg, South Africa		
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	<i>Section</i>	<i>Description</i>	<i>Completion date</i>
		Langlaagte Transtel kiosk	Replacement of Electrical Kiosks at Johannesburg Central for a	28 February 2022
		Langlaagte warehouse		

		Langlaagte signal kiosk Taibon trucking kiosk Kayreed kiosk Schweizer reneke kiosk Springs kiosk	period of 3 months	
X5 & X7	Sectional Completion and delay damages used together			
X7.1	Delay damages for late Completion of			
X5.1	the <i>sections</i> of the <i>works</i> are:	Section	Description	Amount per day
		Langlaagte Transtel kiosk	Replacement of Electrical Kiosks at Johannesburg Central for a period of 3 months	1.111% per day of the total cost of the project.
		Langlaagte warehouse		
		Langlaagte signal kiosk Taibon trucking kiosk Kayreed kiosk Schweizer reneke kiosk Springs kiosk		
	Remainder of the <i>works</i>			
Z	<i>Additional conditions of contract</i> The <i>additional conditions of contract</i> are:			

Z4 Additional clauses relating to Joint Venture

Z4.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

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

		whereby this will be provided and/or guaranteed by the constituents from time to time; v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
Z4.2		Insert additional core clause 27.6 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>.
Z5	Additional obligations in respect of Termination	
Z5.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z5.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z5.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z6	Local Production and Content Obligations	

Z6.1	In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2.04 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the Contractor has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1. Components and Manufacturing Process
Z6.2	The Contractor is required to note that the Employer, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.
Z6.3	The Contractor is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract. The Contractor shall report to the Employer on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.
Z6.4	The Contractor must refer to Schedule A attached to the Returnable Schedule T2.2.04 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
Z6.5	Breach of Local Production and Content commitments provides the Employer cause to terminate the contract.
Z7	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA

27.1

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.

Z8	Additional Clause Relating to Collusion in the Construction Industry	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
Z9	Protection of Personal Information Act	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	

31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	C2.2
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in 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 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	4
C2.2	The <i>bill of quantities</i>	8

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 ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

¹ 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

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 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.

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

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*

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
A	Contractual requirements			R	R
B	LANGLAAGTE TRANSTEL KIOSK				
B1	Remove existing kiosk	EA	1	R	R
B2	Supply and install new Kiosk approx. size H-1.07m, W-0.46m, L-1.14m	EA	1	R	R
B3	Supply and install 400A Main Isolator	EA	1	R	R
B4	Supply and install 3 Phase 100A mcb's 5KA	EA	2	R	R
B5	Supply and install 3 Phase 60A mcb's 5KA	EA	2	R	R
B6	Supply and install 3 Phase 25A mcb's 5KA	EA	1	R	R
B7	Supply and install 1 Phase 20A mcb's 5KA	EA	1	R	R
B8	Supply and install 1 Phase 15A mcb's 5KA	EA	1	R	R
B9	Supply and install 1 Phase 40A mcb's 5KA	EA	2	R	R
B10	Supply and install 1 Phase 60A mcb's 5KA	EA	3	R	R
B11	Supply and install 1 Phase 15A mcb 5KA	EA	1	R	R
B12	Supply and install 1 Phase 5A mcb 5KA	EA	1	R	R
B13	Supply and install 16A Photo cell	EA	1	R	R
B14	Supply and install 16A Industrial Plug	EA	1	R	R
B15	Supply and install Bulkhead Light fitting and LED globe complete	EA	1	R	R



B16	Supply and install new concrete plinth as needed	EA	1	R	R
C	LANGLAAGTE WAREHOUSE				
C1	Remove existing Kiosk	EA	1	R	R
C2	Supply and install new Kiosk approx. size H-2.2m, W-1m, L-3.4m	EA	1	R	R
C3	Supply and install 400A main Isolator	EA	1	R	R
C4	Supply and install 3 Phase 60A mcb 5KA	EA	2	R	R
C5	Supply and install 3Phase 30A mcb 5KA	EA	2	R	R
C6	Supply and install 3 Phase 15A mcb's 5KA	EA	2	R	R
C7	Supply and install 1 Phase 20A mcb's 5KA	EA	33	R	R
C8	Supply and install 1 Phase 10A mcb's 5KA	EA	3	R	R
C9	Supply and install 1 Phase 5A mcb's 5KA	EA	3	R	R
C10	Supply and install 1 Phase 30A mcb's 5KA	EA	2	R	R
C11	Supply and install 1 Phase 25 mcb 5KA	EA	2	R	R
C12	Supply and install 1 Phase 60A mcb 5KA	EA	1	R	R
C13	Supply and install 1 Phase 15A mcb 5KA	EA	8	R	R
C14	Supply and install 30A contactor	EA	1	R	R
C15	Supply and install 16A Industrial Plug	EA	1	R	R
C16	Supply and install 16A photo cell	EA	1	R	R
C17	Supply and install Bulkhead Light fitting and LED globe complete	EA	1	R	R
D	LANGLAAGTE SIGNAL KIOSK				
D1	Remove existing kiosk	EA	1	R	R



D2	Supply and install new Kiosk approx. size H-1.19m, W-0.59m, L-1.22m	EA	1	R	R
D3	Supply and install 150A Main Isolator	EA	1	R	R
D4	Supply and install 3 Phase 80A mcb's 5KA	EA	1	R	R
D5	Supply and install 3 Phase 50A mcb's 5KA	EA	1	R	R
D6	Supply and install 3 Phase 40A mcb's 5KA	EA	2	R	R
D7	Supply and install 1 Phase 60A mcb's 5KA	EA	5	R	R
D8	Supply and install 1 Phase 20A mcb's 5KA	EA	2	R	R
D9	Supply and install 1 Phase 5A mcb's 5KA	EA	2	R	R
D10	Supply and install 1 Phase 1A mcb's 5KA	EA	1	R	R
D11	Supply and install 1 Phase 30A EL/Relay 5KA	EA	1	R	R
D12	Supply and install 16A Photo cell	EA	1	R	R
D13	Supply and install 16A Industrial Plug	EA	1	R	R
D14	Supply and install Bulkhead Light fitting and LED globe complete	EA	1	R	R
E	TAIBON TRUCKING KIOSK				
E1	Remove existing kiosk	EA	1	R	R
E2	Supply and install new Kiosk approx. size H-0.47m, W-0.16m, L-0.87m	EA	1	R	R
E3	Supply and install 125A main Isolator	EA	1	R	R
E4	Supply and install 3 Phase 80A mcb 5KA	EA	1	R	R
E5	Supply and install 3 Phase 100A mcb 5KA	EA	1	R	R
E6	Supply and install 1 Phase 10A mcb 5KA	EA	3	R	R



F	KAYREED KIOSK				
F1	Remove existing Kiosk	EA	1	R	R
F2	Supply and install new Kiosk approx. size H-0.87m, W-0.16m, L-0.47m	EA	1	R	R
F3	Supply and install 3 Phase 80A mcb 5KA	EA	1	R	R
F4	Supply and install 3 Phase 60A mcb 5KA	EA	1	R	R
F5	Supply and install 3 Phase 30A mcb 5KA	EA		R	R
G	SCHWEIZER RENEKE KIOSK				
G1	Remove existing kiosk	EA	1	R	R
G2	Supply and install new Kiosk approx. size H-1.22m, W-0.7m, L-0.8m	EA	1	R	R
G3	Supply and install 3 Phase 60A mcb 5KA	EA	2	R	R
G4	Supply and install 3 Phase 25A mcb 5KA	EA	1	R	R
G5	Supply and install 3 Phase 100A mcb 5KA	EA	1	R	R
G6	Supply and install 3 Phase 40A mcb 5KA	EA	1	R	R
G7	Supply and install 1 Phase 30A mcb 2.5KA	EA	4	R	R
G8	Supply and install 1 Phase 10A mcb 2.5KA	EA	5	R	R
G9	Supply and install 1 Phase 5A mcb 2.5KA	EA	2	R	R
G10	Replace analog meter with Digital LT meter	EA	1	R	R
H	SPRINGS KIOSK				
H1	Remove existing	EA	1	R	R
H2	Supply and install new Kiosk approx. size H-1.52m, W-1.07m, L-1.07m	EA	1	R	R
H3	Supply and install 200A main Isolator	EA	1	R	R
H4	Supply and install 3 Phase 60A mcb 5KA	EA	2	R	R



H5	Supply and install 3 Phase 25A mcb 5KA	EA	1	R	R
H6	Supply and install 3 Phase 100A mcb 5KA	EA	1	R	R
H7	Supply and install 3 Phase 40A mcb 5KA	EA	1	R	R
H8	Supply and install 1 Phase 30A mcb 2.5KA	EA	3	R	R
H9	Supply and install 1 Phase 10A mcb 2.5KA	EA	5	R	R
H10	Supply and install 1 Phase 5A mcb 2.5KA	EA	3	R	R
I	PRELIMINARY AND GENERAL				
I1	Preliminary and General			R	R
TOTAL PRICES (EXCL VAT)					R
VAT (15%)					R
TOTAL PRICES (INCL VAT)					R

Notes to Pricing: Transnet may;

- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
- (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
- (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.

- a) Prices must be quoted in South African Rand excluding VAT.
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- c) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- d) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- e) Failure to price one or more items will result in disqualification (Per Price list/Group)

Part C3: Scope of Work

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's</i> Scope of work	8
Total number of pages		8

A DIVISION OF TRANSNET LIMITED

RAIL NETWORK

REQUEST FOR QUOTATION

**DESCRIPTION OF THE WORKS: REPLACEMENT OF ELECTRICAL KIOSKS AT JOHANNESBURG
CENTRAL FOR A PERIOD OF 3 MONTHS**

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C3.1 EMPLOYER'S SCOPE OF WORK

1. SCOPE

- 1.1 This specification provides the requirements of Transnet Freight Rail for the rendering of services for repairs to electrical kiosks for the REM JHB central depot

2. EQUIPMENT DESCRIPTION

- 2.1 The Electrical Distribution Equipment referred to for the purpose of the contract is that within the JHB Central Region as stipulated on the contract.
- 2.2 The contract will provide for the following services:

LANGLAAGTE TRANSTEL KIOSK

2.3 APPROX KIOSK SIZE =H-1.07M, W-0.46M, L-1.14M

- 2.3.1 Remove existing kiosk
- 2.3.2 Supply and install new kiosk consisting of the following breakers and equipment
- 3 Phase Main Isolator
 - 3 Phase 100A mcb 5KA X 2
 - 3 Phase 60A mcb 5KA X 2
 - 3 Phase 25A mcb 5KA
 - 1 Phase 20A mcb 5KA
 - 1 Phase 15A mcb 5KA
 - 2 Phase 40A mcb 5KA X 2
 - 1 Phase 60A mcb 5KA
 - 1 Phase 15A mcb 5 KA
 - 1 Phase 5A mcb 5KA
 - Rating invisible
 - Socket outlet
 - 2 lever switch

LANGLAAGTE WAREHOUSE

2.4 APPROX KIOSK SIZE =H-2.2M, W-1M, L-3.4M

- 2.4.1 Remove existing kiosk
- 2.4.2 Supply and install new kiosk consisting of the following breakers and equipment
- 3 Phase Main Isolator
 - 3 Phase 60A mcb 5KA X 2
 - 3 Phase 30A mcb 5KA X 2
 - 3 Phase 15A mcb 5KA X 2
 - 1 Phase 20A mcb 5KA

- 1 Phase 10A mcb 5KA
- 1 Phase 5A mcb 5 KA
- 30A Contactor
- 1 Phase 30A mcb 5KA X 2
- 1 Phase 25A mcb 5KA
- 1 Phase 60A mcb 5KA
- 1 Phase 25A mcb 5KA
- 1 Phase 20A mcb 5KA X 32
- 1 Phase 15A mcb 5KA X 6
- 1 Phase 10A mcb 5KA X 2
- 1 Phase 5A mcb 5KA X 2

LANGLAAGTE SIGNAL KIOSK

2.5 APPROX KIOSK SIZE =H-1.19M, W-0.59M, L-1.22M

2.5.1 Remove existing kiosk

2.5.2 Supply and install new kiosk consisting of the following breakers and equipment

- 3 Phase Main Isolator
- 3 Phase 80A mcb 5KA
- 3 Phase 50A mcb 5KA
- 3 Phase 40A mcb 5KA X 2
- 1 Phase 60A mcb 5KA X 4
- 1 Phase 10A mcb 5KA
- 2 Phase 20A mcb 5 KA X 2
- 2 Phase 5A mcb 5KA X 2
- 1 Phase 60A mcb 5KA
- Socket outlet

TAIBON TRUCKING KIOSK

2.6 APPROX KIOSK SIZE =H-0.47M, W-0.16M, L-0.87M

2.6.1 Remove existing kiosk

2.6.2 Supply and install new kiosk consisting of the following breakers and equipment

- 3 Phase 125A Main Isolator
- 3 Phase 80A mcb 5KA
- 3 Phase 100A mcb 5KA
- 1 Phase 10A mcb 5KA X 3

KAYREED KIOSK

2.7 APPROX KIOSK SIZE =H-0.87M, W-0.16M, L-0.47M

2.7.1 Remove existing kiosk

2.7.2 Supply and install new kiosk consisting of the following breakers and equipment

- 3 Phase 80A mcb 5KA
- 3 Phase 60A mcb 5KA X 2

- 3 Phase 30A mcb 5KA

SCHWEIZER RENEKE KIOSK

2.8 APPROX KIOSK SIZE =H-1.22M, W-0.7M, L-0.8M

2.8.1 Remove existing kiosk

2.8.2 Supply and install new kiosk consisting of the following breakers and equipment

- 3 Phase 60A mcb 5KA X 2
- 3 Phase 25A mcb 5KA
- 3 Phase 100A mcb 5KA
- 3 Phase 40A mcb 5KA
- 1 Phase 30A mcb 2.5KA X 4
- 1 Phase 10A mcb 2.5KA X 5
- 1 Phase 5A mcb 2.5KA X 2
- Replace analog meter with digital LT meter

SPRINGS KIOSK

2.9 APPROX KIOSK SIZE =H-1.52M, W-1.07M, L-1.07M

2.9.1 Remove existing kiosk

2.9.2 Supply and install new kiosk consisting of the following breakers and equipment

- 3 Phase 60A mcb 5KA X 2
- 3 Phase main isolator
- 3 Phase 25A mcb 5KA
- 3 Phase 100A mcb 5KA
- 3 Phase 40A mcb 5KA
- 1 Phase 30A mcb 2.5KA X 3
- 1 Phase 10A mcb 2.5KA X 5
- 1 Phase 5A mcb 2.5KA X 3

2.10 Labeling of all Electrical Protection Equipment, according to SANS 10142-1 & 2

2.11 General Compliance Requirements for Electrical Protection Equipment

2.12 Issuing of Certificate of Compliance for entire electrical job

2.13 Contractor to confirm sizes of all Kiosks and equipment on site

3. REFERENCES

- 3.1 Occupational Health and Safety Act, Act 85 of 1993 and Regulations
- 3.2 Construction Regulations
- 3.3 Electrical Installation Regulations
- 3.4 Electrical Machinery Regulations
- 3.5 SANS 10142: The wiring of premises Part 1 & 2
- 3.6 Electrical Engineering Instructions



4 METHOD OF TENDERING

- 4.1 The following tender requirements shall be read in conjunction with the specification and tenders shall be submitted in accordance herewith.
- 4.2 Tenderers shall submit a main offer, complete in every respect and fully in compliance with the specification, in duplicate. This shall include a clause by clause statement of compliance indicating clause by clause, either that their offer complies in every respect with the specification, or, if not, precisely how it differs.
- 4.3 A broad statement to the effect that the equipment is in accordance with the specification is not acceptable.
- 4.4 If in the tenderers opinion justification exists for the submission of one or more alternative offers, such offers shall, as in the case of the main offer, be complete in every respect including a statement of compliance. Any alternative offer shall be clearly distinguishable from the main offer and stand on its own.
- 4.5 Offers, which include deviations of a minor nature, not departing greatly from the specification, will be considered at Transnet Freight Rail's discretion. The necessity for such deviation shall be clearly motivated in detail by the tenderer.
- 4.6 Any optional extras recommended by the tenderer shall be quoted for separately.
- 4.7 The onus to prove compliance of the equipment offered against any clause shall rest solely with the tenderer should he be awarded the contract.
- 4.8 Should tenderers wish to elaborate on their reply to a clause, a reference to page and paragraph of a covering letter shall be given next to the clause concerned, in addition to the statement of compliance.
- 4.9 A tenderer's statement of compliance shall overrule any conflicting documentation submitted.
- 4.10 Tenderers are responsible for the accuracy of their statement of compliance.
- 4.11 The successful tenderer will be responsible for all costs incurred in modifying or replacing equipment accepted by Transnet Freight Rail on the grounds of the tenderers statement of compliance with the specification and found by Transnet Freight Rail not to comply.
- 4.12 In the event of discrepancies between Transnet Freight Rail's specification and any publication referred to, the specification shall take precedence.
- 4.13 In the event of discrepancies between Transnet Freight Rail's specification and any drawings referred to, the drawings shall take precedence.

5 DETAILED SCOPE OF WORK

The following work is required to be performed:

LANGLAAGTE TRANSTEL KIOSK

5.1 APPROX KIOSK SIZE =H-1.07M, W-0.46M, L-1.14M

- 5.1.1 Remove existing kiosk
- 5.1.2 Supply and install new kiosk consisting of the following breakers and equipment
 - 3 Phase Main Isolator
 - 3 Phase 100A mcb 5KA X 2
 - 3 Phase 60A mcb 5KA X 2
 - 3 Phase 25A mcb 5KA
 - 1 Phase 20A mcb 5KA
 - 1 Phase 15A mcb 5KA
 - 2 Phase 40A mcb 5KA X 2
 - 1 Phase 60A mcb 5KA

- 1 Phase 15A mcb 5 KA
- 1 Phase 5A mcb 5KA
- Rating invisible
- Socket outlet
- 2 lever switch

LANGLAAGTE WAREHOUSE

5.2 APPROX KIOSK SIZE =H-2.2M, W-1M, L-3.4M

5.2.1 Remove existing kiosk

5.2.2 Supply and install new kiosk consisting of the following breakers and equipment

- 3 Phase Main Isolator
- 3 Phase 60A mcb 5KA X 2
- 3 Phase 30A mcb 5KA X 2
- 3 Phase 15A mcb 5KA X 2
- 1 Phase 20A mcb 5KA
- 1 Phase 10A mcb 5KA
- 1 Phase 5A mcb 5 KA
- 30A Contactor
- 1 Phase 30A mcb 5KA X 2
- 1 Phase 25A mcb 5KA
- 1 Phase 60A mcb 5KA
- 1 Phase 25A mcb 5KA
- 1 Phase 20A mcb 5KA X 32
- 1 Phase 15A mcb 5KA X 6
- 1 Phase 10A mcb 5KA X 2
- 1 Phase 5A mcb 5KA X 2

LANGLAAGTE SIGNAL KIOSK

5.3 APPROX KIOSK SIZE =H-1.19M, W-0.59M, L-1.22M

5.3.1 Remove existing kiosk

5.3.2 Supply and install new kiosk consisting of the following breakers and equipment

- 3 Phase Main Isolator
- 3 Phase 80A mcb 5KA
- 3 Phase 50A mcb 5KA
- 3 Phase 40A mcb 5KA X 2
- 1 Phase 60A mcb 5KA X 4
- 1 Phase 10A mcb 5KA
- 2 Phase 20A mcb 5 KA X 2
- 2 Phase 5A mcb 5KA X 2
- 1 Phase 60A mcb 5KA
- Socket outlet

TAIBON TRUCKING KIOSK

5.4 APPROX KIOSK SIZE =H-0.47M, W-0.16M, L-0.87M

5.4.1 Remove existing kiosk

5.4.2 Supply and install new kiosk consisting of the following breakers and equipment

- 3 Phase 125A Main Isolator
- 3 Phase 80A mcb 5KA
- 3 Phase 100A mcb 5KA
- 1 Phase 10A mcb 5KA X 3

KAYREED KIOSK

5.5 APPROX KIOSK SIZE =H-0.87M, W-0.16M, L-0.47M

5.5.1 Remove existing kiosk

5.5.2 Supply and install new kiosk consisting of the following breakers and equipment

- 3 Phase 80A mcb 5KA
- 3 Phase 60A mcb 5KA X 2
- 3 Phase 30A mcb 5KA

SCHWEIZER RENEKE KIOSK

5.6 APPROX KIOSK SIZE =H-1.22M, W-0.7M, L-0.8M

5.6.1 Remove existing kiosk

5.6.2 Supply and install new kiosk consisting of the following breakers and equipment

- 3 Phase 60A mcb 5KA X 2
- 3 Phase 25A mcb 5KA
- 3 Phase 100A mcb 5KA
- 3 Phase 40A mcb 5KA
- 1 Phase 30A mcb 2.5KA X 4
- 1 Phase 10A mcb 2.5KA X 5
- 1 Phase 5A mcb 2.5KA X 2
- Replace analog meter with digital LT meter

5.7 APPROX KIOSK SIZE =H-1.52M, W-1.07M, L-1.07M

5.7.1 Remove existing kiosk

5.7.2 Supply and install new kiosk consisting of the following breakers and equipment

- 3 Phase 60A mcb 5KA X 2
- 3 Phase main isolator
- 3 Phase 25A mcb 5KA
- 3 Phase 100A mcb 5KA
- 3 Phase 40A mcb 5KA
- 1 Phase 30A mcb 2.5KA X 3
- 1 Phase 10A mcb 2.5KA X 5

- 1 Phase 5A mcb 2.5KA X 3

- 5.8 Labeling of all Electrical Protection Equipment, according to SANS 10142-1 & 2
- 5.9 General Compliance Requirements for Electrical Protection Equipment
- 5.10 Issuing of Certificate of Compliance for entire electrical job
- 5.11 Contractor to confirm sizes of all Kiosks and equipment on site

a) STANDARD OF WORK, EQUIPMENT AND. MATERIALS

- 6.1 All work shall be carried out in a neat and orderly manner to the satisfaction of Transnet Freight Rail. Electrical work shall conform to the requirements of SANS 10142-1&2 and those stipulated in this specification.
- 6.2 Equipment and materials used shall be of high quality design and manufacture, and shall comply with the relevant National standards incorporated in SANS 10142-1&2.
- 6.3 All equipment shall be SABS approved.
- 6.4 The contractor must commence **Emergency Work** within two hours of notification
- 6.5 The Contractor must commence **Day to Day work** within twenty-four hours of notification
- 6.6 The Contractor must at his cost comply with all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant regulations framed there under which are applicable to the work to be undertaken
- 6.7 All work must be carried out between the hours of 07H00 and 16H00, Monday to Friday, unless otherwise arranged, in writing

b) SUPERVISION

- 7.1 The *Contractor* shall ensure that work is carried out by suitably qualified and experienced staff and a valid Certificate of Compliance shall be provided for the work.
- 7.2 Documentary proof of registration for work shall be submitted with tender documentation.

c) GUARANTEE

- 8.1 The Contractor must undertake to repair all faults due to bad workmanship and/or faulty materials and to replace all defective apparatus or materials during a period of twelve calendar months, calculated from the date that the completed installation is accepted by Transnet Freight Rail.
- 8.2 Any defects that may become apparent during the guarantee period must be rectified to the satisfaction of and free of cost to Transnet Freight Rail.
- 8.3 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7 days of his being notified by Transnet Freight Rail of such defects.
- 8.4 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.



(REGISTRATION NO.1990/000900/30)

**TRADING AS
TRANSNET FREIGHT RAIL**

**ADDENDUM NO. 1
TO THE
SECONDARY AND GENERAL SPECIFICATIONS
OF THE CONTRACT**

- 1) Where ever the word "South African Transport Services" or "Spoornet" appears in these specifications, please replace it with "Transnet Freight Rail".
- 2) Where ever the words "Technical Officer" appear in these specifications, please replace with "Supervisor".

MANDATORY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 (AS AMENDED)

AGREEMENT WITH MANDATORY In terms of Section 37(1) & (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

Transnet SOC Ltd
(Hereinafter referred to as the Employer)

AND

(Hereinafter referred to as Mandatory (Principal Contractor))

Compensation Fund Number :

Project Name :

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