Transnet Engineering

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: DESIGN, MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF VENTILATION SYSTEMS FOR COMPRESSOR HOUSES FOR TRANSNET ENGINEERING AT 10 DIFFERENT LOCATIONS (JHB GERMISTON WAGONS DEPOT, JHB SENTRARAND WAGONS, JHB SPRINGS DIESEL LOCOMOTIVES, WAGONS ERMELO, LOCOMOTIVE PYRAMID SOUTH JHB, WAGONS CAPITAL PARK PRETORIA, LOCOMOTIVE ELD SENTRARAND JOHANNESBURG, SOUTH DUNES, LOCOMOTIVE INSEZI RICHARDS BAY AND LOCOMOTIVE ERMELO).

RFP NUMBER	**: TE/2026/06/2156/6779/RFP**
ISSUE DATE	**: 11 November 2026**
COMPULSORY BRIEFING	**: 19 November 2026**
CLOSING DATE	**: 09 December 2026**
CLOSING TIME	**: 12h00pm**
TENDER VALIDITY PERIOD	**: 12 weeks from closing date**

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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].

DESCRIPTION	**DESIGN, MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF VENTILATION SYSTEMS FOR COMPRESSOR HOUSES FOR TRANSNET ENGINEERING AT 10 DIFFERENT LOCATIONS (JHB GERMISTON WAGONS DEPOT, JHB SENTRARAND WAGONS, JHB SPRINGS DIESEL LOCOMOTIVES, WAGONS ERMELO, LOCOMOTIVE PYRAMID SOUTH JHB, WAGONS CAPITAL PARK PRETORIA, LOCOMOTIVE ELD SENTRARAND JOHANNESBURG, SOUTH DUNES, LOCOMOTIVE INSEZI RICHARDS BAY AND LOCOMOTIVE ERMELO).**
TENDER DOWNLOADING	**This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za, the CIDB website at www.cidb.org.za and the Transnet website at https://esupplierportal.transnet.net FREE OF CHARGE.**

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted virtually on Microsoft Teams **on 19 November 2026** at **11:00am [11 O'clock]** for a period of ± 1 hour [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

	A Site visit/walk will take place, tenderers are to note: • Site walks are **optional** and has been pre-arranged as per **Annexure D**. Transnet representatives will be arranged per site for bidders who will be interested to view a specific site. • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-02** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** site meeting and/or tender briefing. **Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the *Employer's* Representative.** **Tenderers failing to attend the compulsory tender briefing will be disqualified.**
CLOSING DATE	**12:00pm on 09 December 2026** Tenderers must ensure that tenders are uploaded timeously onto the system. **If a tender is late, it will not be accepted for consideration**.

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://esupplierportal.transnet.net ;

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

e) 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.

f) 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;

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 T2.2-18, [**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.....

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

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).

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 *Employer* is	**Transnet SOC Ltd** **(Reg No. 1990/000900/30)**
C.1.2	The tender documents issued by the *Employer* comprise:	
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules

Part C: The contract

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance
	C1.2 Contract data (Part 1 & 2)
	C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions
	C2.2 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:

Name:	Mluleki Sishi
Address:	Transnet Engineering, Koedoespoort
Tel No.	+27 11 012 2711
E – mail	Sishi.Mluleki@transnet.net

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

1. **Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:**
   An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

2. **Stage Two - Eligibility in terms of the Construction Industry Development Board:**

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **4ME 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 lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **4ME 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

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

3. Stage Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **75 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.

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

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-02 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 C2.15.1 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: (insert company name)
- Contact person and details: (insert details)
- The Tender Number:
- The Tender Description

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

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

C.2.15 The closing time for submission of tender offers is:
Time: **12:00pm** on **09 December 2026** (Date)
Location: The Transnet e-Tender Submission Portal:
(https://esupplierportal.transnet.net);

NO LATE TENDERS WILL BE ACCEPTED

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

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

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 case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **75**

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

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

Functionality Criteria

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

A. Mandatory technical gate

Ref.	Mandatory submission / condition	Minimum supporting evidence	Result
M1	Professional Mechanical Engineer/Technologist	Certified copy of the valid ECSA registration certificate as a Professional Engineer (Pr. Eng) or Professional Engineering Technologist (Pr. Tech Eng).	Pass / Fail
M2	Professional Structural Engineer/Technologist	Certified copy of the valid ECSA registration certificate as a Professional Engineer (Pr. Eng) or Professional Engineering Technologist (Pr. Tech Eng).	Pass / Fail
M3	Wireman's License and Identity Document ID	Certified copy of the valid registration of Installation Electrician with Department of Labour (DoEL) certificate and official registration number details. Clear certified copy of the registered wireman's Identity Document (ID)	Pass / Fail
M4	Health and Safety Officer	Valid SACPCMP registration certificate for the company's registered Safety Officer	Pass / Fail
M5	HVAC Installer	Certified copy of the valid SARACCA registration certificate as a professional HVAC Installer category B.	Pass / Fail
M6	Commissioning and acceptance methodology addresses all specified tests and limits.	Draft inspection and test plan, test sheets, instruments and 8-hour full-load test method.	Pass / Fail
M7	Training plan covers 40 employees: four per site, comprising two operations and two maintenance personnel.	Training programme, assessment method, material outline and certification process.	Pass / Fail
M8	Comprehensive 24-month warranty and specified response commitments accepted.	Signed warranty undertaking confirming response, attendance and restoration/mitigation times.	Pass / Fail

B. Weighted technical criteria

Category	Criteria	Weightings	Scoring Methodology Based on Weight	Scoring	Evidence
1	**T2.2-03 Programme** **Project Lead Time from Purchase Order Issuance to Project Handover to Operations** The Bidder shall submit a detailed **Project Schedule Programme** indicating the sequence of activities, key milestones, and planned completion dates for the project. The schedule shall clearly demonstrate the overall project lead time from the date of **Purchase Order (PO) issuance** through to **final project handover to Operations**. At a minimum, the schedule shall include the following activities and milestones: 1. Purchase Order (PO) Acceptance 2. Completion of Detailed Engineering Design 3. Design Review and Approval 4. Procurement	**30**	Submission of a detailed Project Schedule/Programme demonstrating the sequence of activities, key milestones, and planned completion dates for the project, in accordance with the minimum milestones specified in the Evidence Section. Where the tenderer proposes a project completion period with a lead time of **less than eight (8) months**, the bidder will be awarded 30 points = **30 points**	**30**	The project lead time must be presented as a detailed Project Schedule Plan, Gantt Chart Schedule, or Project Schedule Table. The schedule shall include key milestones, activity durations, clear start and finish dates for each activity, and the overall project duration. Only schedules submitted in Primavera P6-exported PDF format, Microsoft Project format, or Microsoft Excel format will be accepted. As a minimum requirement, the schedule must include the following key milestones: 1. Purchase Order (PO) Acceptance 2. Completion of Detailed Engineering Design 3. Design Review and Approval 4. Procurement 5. Manufacturing and Assembly 6. Site Delivery 7. Structural, Mechanical, and Electrical Installation 8. Inspection and Testing
			Non-Submission of the Project Lead time in the form of the project plan and lead time for all sites in more than 8 months = **0 Points**	**0**	

	5. Manufacturing and Assembly 6. Site Delivery 7. Structural, Mechanical, and Electrical Installation 8. Inspection and Testing 9. Training 10. Final Commissioning and Handover Clauses: GEN-001, COM-001, TRN-001, DOC-001, ELE-001 to ELE-004 MEC-001 to MEC-009 BLD-001 6.2,6.3				9. Training 10. Final Commissioning and Handover
2	**T2.2-04 Project Management Organogram, Management & CVs of Key persons** **Organization and Staffing.** Reporting Structure (Organogram) Diagram to be used for this contract consisting of the Suppliers' Key staff personnel and Supporting Specialists together with their CV's, Qualifications and Professional certificates for the following: In the case of a joint venture / consortium, it should, indicate how the duties and responsibilities	**40**	1. Installation Electrician with a minimum of 3 years' work experience post registration with Department of Labour (DoEL) including the affidavit as stipulated in the evidence. = **10 Points**	**10**	The bidders shall submit supporting documents as evidence for the following requirements: 1. Installation Electrician CV with minimum of three years' work experience as an Installation Electrician Post registration with Department of Labour (DoEL) and a certified copy of Red seal Electrician. CV must be completed using Annexure B
			1. Non-submission of all documents as stipulated in the Evidence section will result in zero points - 0 **Point**	**0**	

	are to be shared. 1. Installation electrician 2. Health and Safety Officer. 3 - 4 Mechanical and Structural Engineer or Technologist with experience in Design, supply, installation, testing and Commission of the Industrial Compressor ventilation/Extraction system. 5.HVAC Installer Clauses: STR-001 MEC-001 HSE-001 6.1.2				(Curriculum Vitae template) of the evaluation criteria. The CV document must be accompanied by a confirmatory affidavit in the format of Annexure C of the evaluation criteria.
			2.Health and Safety Manager/Officer (CHSM/O) with a minimum of 3 years' work experience post registration the affidavit as stipulated in the evidence, will be ten points = **5 points**	**5**	The bidders shall submit supporting documents as evidence for the following requirements: 2. Health and Safety Manager/Officer (CHSM/O) CV with minimum of three years' experience as a Construction Health and Safety Manager/Officer (CHSM/O) post registration with SACPCMP and registered by SAQA certificates must be completed using Annexure B (Curriculum Vitae template) of the evaluation criteria. The CV document must be accompanied by a confirmatory affidavit in the format of Annexure C of the evaluation criteria.
			2.Non-submission of all the documents as stipulated in the evidence section will result in zero = **0 Points**	**0**	
			3. Structural Engineer or Structural Technologist with minimum of 3 years' working experience, post-professional registration having knowledge of design and sign off building openings, supports	**10**	The bidders shall submit supporting documents as evidence for the following requirements:

			and structural modifications. **10 Points**		3. Structural Engineer or Structural Technologist. CV with minimum of three years' experience in the Design and Signing off building openings, supports and structural modifications Post registration with ECSA as professional Structural Engineer/Technologist must be completed using Annexure B (Curriculum Vitae template) of the evaluation criteria. The CV document must be accompanied by a confirmatory affidavit in the format of Annexure C of the evaluation criteria.
			3.Non-submission of key personnel documents as stipulated in the evidence section will result in zero points – **0 points**	**0**	
			4. Mechanical Engineer or Mechanical Technologist with a minimum of 3 years' working experience post professional registration in the Design, supply, Installation, testing and Commissioning of the Industrial ventilation, ducting and extraction system = **10 Points**	**10**	The bidders shall submit supporting documents as evidence for the following requirements: 4. Mechanical Engineer or Mechanical Technologist. A detailed CV completed strictly in the format provided in Annexure B (Curriculum Vitae Template) of the evaluation criteria. The CV must explicitly demonstrate a minimum of three (3) years of post-registration experience with ECSA as professional Mechanical Engineer /
			4.Non-submission of key personnel documents as stipulated in the evidence section will result in **zero points** = **0 Points**	**0**	

					Technologist specifically focused on Design, supply, Installation, testing and Commissioning of the Industrial ventilation, ducting and extraction system. The CV document must be accompanied by a confirmatory affidavit in the format of Annexure C of the evaluation criteria.
			5.HVAC Installer with a minimum of 3 years' work experience post registration the affidavit as stipulated in the evidence, will be ten points = **5 points**	**5**	The bidders shall submit supporting documents as evidence for the following requirements: 5.HVAC Installer A detailed CV completed strictly in the format provided in Annexure B (Curriculum Vitae Template) of the evaluation criteria. The CV must explicitly demonstrate a minimum of three (3) years' work experience as a HVAC installer Category B experience. . The CV document must be accompanied by a confirmatory affidavit in the format of Annexure C of the evaluation criteria.
			2.Non-submission of all the documents as stipulated in the evidence section will result in zero points = 0 **Points**	**0**	
3	**T2.2-05 Previous Experience** **Company Previous Experience:** (This experience must specifically be around the Design, supply, installation, testing and	**30**	The scoring for the company's previous experience criteria will be based on the reference list as stipulated in the evidence section, below is the points allocation: To have successfully	**30**	**Required Evidence:** The Service Provider shall submit a completed reference list in the prescribed format contained in **Annexure A** of the Technical Evaluation Criteria.

	Commission of the Industrial Compressor ventilation/Extraction system within the past 10yrs). Clause 6.1.1		completed 5 or more projects Industrial Compressor ventilation or Industrial HVAC ventilation system within the past 10 years = **30 Points.** To have successfully completed 3 or 4 more projects Industrial Compressor ventilation or Industrial HVAC ventilation system within the past 10 years = **25 Point.** To have successfully completed 1 or 2 more projects Industrial Compressor ventilation or Industrial HVAC ventilation system within the past 10 years = **15 Points.** Non - submission of the reference letters as stipulated in the evidence section.: = **0 Point.**		Failure to submit the reference list in the prescribed Annexure A format shall render the submission non-compliant for this criterion and result in a score of zero (0) points being allocated. All references submitted must relate directly to projects claimed under the Relevant Experience in Design, supply, installation, testing and Commission of the Industrial Compressor ventilation/Extraction system. **Important Notice Regarding References** It is the sole responsibility of the Service Provider to ensure that all information provided in the reference schedule is accurate, current, and verifiable. The evaluation team shall make a maximum of three (3) attempts to contact each listed referee using the contact details provided. Should the referee be unreachable, non-responsive, or unable to verify the information submitted, the bidder shall receive a score of zero (0) points for the affected reference. **Disclaimer**

					Transnet Engineering reserves the right to verify any information submitted by the service provider and may, at its sole discretion, bear: • Contact and interview the listed referees. • Request additional information or supporting documentation. • Verify project details with the client or end-user. • Conduct site visits or inspections were deemed necessary. • Disqualify any reference found to contain false, misleading, or unverifiable information. Any misrepresentation, omission, or submission of inaccurate information may result in the bidder receiving zero (0) points for the relevant criterion and may further be dealt with in accordance with Transnet Engineering's procurement governance requirements.

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

- T2.2-03 Programme
- T2.2-04 Project Organogram, Management & CVs of Key Persons
- T2.2-05 Previous Experience

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

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

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

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

C.3.13 Tender offers will only be accepted if:

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

are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

T2.2-01 **Stage Three as per CIDB: Eligibility Criteria Schedule**
- CIDB Registration

T2.2-02 **Stage Four as per CIDB: Eligibility Criteria Schedule**
- Certificate of attendance at Compulsory Tender Clarification Meeting

2.1.2 Stage Five as per CIDB: these schedules will be utilised for evaluation purposes:

T2.2-03 **Evaluation Schedule:** Programme
T2.2-04 **Evaluation Schedule:** Project Organogram, Management & CV's
T2.2-05 **Evaluation Schedule:** Previous experience

2.1.3 Returnable Schedules:

General:

T2.2-06 Authority to submit tender
T2.2-07 Record of addenda to tender documents
T2.2-08 Letter of Good Standing
T2.2-09 Risk Elements
T2.2-10 Schedule of proposed Subcontractors
T2.2-11 Site Establishment requirements
T2.2-12 ANNEX G Compulsory Enterprise Questionnaire
T2.2-13 Job-Creation Schedule

2.1.4 Agreement and Commitment by Tenderer:

T2.2-14 Non-Disclosure Agreement
T2.2-15 RFP Declaration Form
T2.2-16 RFP – Breach of Law
T2.2-17 Certificate of Acquaintance with Tender Document
T2.2-18 Service Provider Integrity Pact
T2.2-19 Supplier Code of Conduct

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-20 Insurance provided by the Contractor
T2.2-21 Forecast Rate of Invoicing
T2.2-22 Three (3) years audited financial statements

2.1.6 Transnet Vendor Registration Form:

T2.2-23 SBD1 Form

2.2 C1.1 OFFER PORTION OF FORM OF OFFER & ACCEPTANCE

2.3 C1.2 CONTRACT DATA

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 ACTIVITY SCHEDULE

T2.2-01: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

4. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **4ME or higher** class of construction work, are eligible to have their tenders evaluated.

5. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **4ME or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-02: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

..... (Company Name)

Represented by: ..... (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Attendance of the above company at the meeting was confirmed:

Name ..... Signature .....

For and on Behalf of the *Employers Agent.*

Date .....

T2.2-03: Evaluation Schedule: Programme

Note to tenderers:

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Primavera or any other compatible software.

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme, at a minimum **Level 2/3** showing but not limited to the following:

- Ability to execute the works in terms of the *Employer*'s requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition the Programme must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Approach Paper/Method Statement as contained in T2.1 List of Returnables.

The scoring of the Programme will be as follows:

Detailed execution schedule across the 10 regional geographic areas:
Submission of a detailed Project Schedule/Programme demonstrating the sequence of activities, key milestones, and planned completion dates for the project, in accordance with the minimum milestones specified in the Evidence Section. Where the tenderer proposes a project completion period with a lead time of less than eight (8) months **= 30 points**
Non-Submission of the Project Lead time in the form of the project plan and lead time for all sites in more than 8 months **= 0 Points**

T2.2-04: Evaluation Schedule: Project Organogram, Management & CV's

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

1. A comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the *works*, inclusive of the key staff/professionals, identified in the Contract Data Part two.

2. Detailed CV's providing the following:

    - The roles and responsibilities for the *works* of each resource should be clearly stated.
    - Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
    - The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.

3. Site Management resources should include at least, amongst others:

    - Project /Contracts Manager
        - Project /Contracts Manager should at least have a relevant qualification and must have experience in the Civil/Electrical/Mechanical/Building Construction Projects. The Project/Contracts Manager must have experience working with the NEC3 Engineering and Construction Contract.

- Quality Officer
  - Quality officer should have a have a relevant qualification and experience on a project of a similar nature.
- Health & Safety Officer
  - Health & Safety Officer should have valid professional registration with SACPCMP as a Construction Health & Safety Officer.
- Environmental Officer
  - Environmental Officer should have a have a relevant qualification and experience on a project of a similar nature.

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/ Contracts Manager	
Health and Safety Officer	
Quality Officer	
Environmental Officer	

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

1.	Installation Electrician with a minimum of 3 years' work experience post registration with Department of Labour (DoEL) including the affidavit as stipulated in the evidence. = **10 Points**
2.	Health and Safety Manager/Officer (CHSM/O) with a minimum of 3 years' work experience post registration the affidavit as stipulated in the evidence, will be ten points **= 5 points**
3.	Structural Engineer or Structural Technologist with minimum of 3 years' working experience, post-professional registration having knowledge of design and sign off building openings, supports and structural modifications. **= 10 Points**
4.	Mechanical Engineer or Mechanical Technologist with a minimum of 3 years' working experience post professional registration in the Design, supply, Installation, testing and Commissioning of the Industrial ventilation, ducting and extraction system. **= 10 Points**
5.	HVAC Installer with a minimum of 3 years' work experience post registration the affidavit as stipulated in the evidence, will be ten points **= 5 points**

T2.2-05: 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 comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:
- Mechanical works
- 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
1	
2	
3	
4	
5	
6	
7	

T2.2-06: 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.

Name of firm	**Address**	**Authorising signature, name (in caps) and capacity**

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 .....

T2.2-07: 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		

Attach additional pages if more space is required.

T2.2-08 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:

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

T2.2-09: Risk Elements

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

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

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

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

T2.2-10: Schedule of Proposed Subcontractors

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

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor	Address	Nature of work	Amount of Worked	Percentage of work

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

T2.2-11: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

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.

1. **SECTION 1: NAME OF ENTERPRISE:** _____
2. **SECTION 2: VAT REGISTRATION NUMBER, IF ANY:** _____
3. **SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** _____
4. **SECTION 4: CSD NUMBER:** _____
5. **SECTION 5: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS**

Name	**Identity number**	**Personal income tax number**

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

6. **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 Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

		POINTS
PRICE		**80**
SPECIFIC GOALS		**20**
BBBEE Level 1 or 2	= 5	
50% Black youth owned entities	= 5	
30% Black women owned entities	= 5	
People with disabilities	= 5	
Total points for Price and B-BBEE must not exceed		**100**

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

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(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 EEnterprise 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.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

4. POINTS AWARDED SPECIFIC GOALS

4.1 Preference points must be awarded to a bidder for specific goals in accordance with the table below:

Specific Goals	Number of points (80/20 system)
BBBEE Level 1 or 2	5
50% Black youth owned entities	5
30% Black women owned entities	5
People with disabilities	5

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

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

EME[1]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does 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:

[1] In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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: .....

(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		NO	

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 Supplier/Service provider
- ☐ Other Suppliers/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 favorable 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 penalize 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[2] 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 State institution

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

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

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 consortium3 will not be construed as collusive bidding.

[3] *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.*

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

T2.2-13: JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule 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*.

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	**Total number of Semi-skilled jobs**	**Total number of Unskilled jobs**
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Total number of new jobs	
Number of new jobs for Black men	
Number of new jobs for black women	
Number of new jobs for black youth	
Number of new jobs for black people living in rural or underdeveloped areas or townships	
Number of new jobs for black People with Disabilities	
Number of new jobs for other categories	
Number of new skilled jobs	
Number of new semi-skilled jobs	
Number of new unskilled jobs	

T2.2-14 NON-DISCLOSURE AGREEMENT

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

THIS AGREEMENT is made effective as of ..... day of ..... 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 .....

T2.2-15: 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: _____

   _____

   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 **T2.2-20** "Service Provider Integrity Pact".

For and on behalf of ..... duly authorised thereto
Name:
Signature:
Date:

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any 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.

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

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

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

T2.2-16: 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

T2.2-17 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

T2.2-18 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And

_____

Registration Number: _____

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/Contractor 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/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors 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 Tenderers/Service Providers/Contractors 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 in a fair manner.

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

Transnet has a 'Zero Gifts' Policy. No employee is allowed to accept gifts, favours or benefits.

- 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.
- 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.
- 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.

- 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.

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 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/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.

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/Contractor or detriment of Transnet or other competitors.

Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

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

The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

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

d) Anti-Corruption

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

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/Contractor 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/Contractor 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)

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.

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.

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.

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.

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.

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 Returnable Form contained in the 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/Contractor; 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.

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 abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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

Signature ……

Date ……..

T2.2-19 : 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

T2.2-20: 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.

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 *Contractor* 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)			

T2.2-21: Forecast Rate of Invoicing

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

Index of documentation attached to this schedule:

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T2.2-22: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-23: SBD1 Form

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET ENGINEERING, A DIVISION OF TRANSNET SOC LTD							
BID NUMBER:	**TE/2026/06/2156/6779/RFP**	ISSUE DATE:	**11 November 2026**	CLOSING DATE:	**09 December 2026**	CLOSING TIME:	**12H00**
DESCRIPTION	**Design, manufacture, supply, delivery, installation, testing and commissioning of ventilation systems for compressor houses for Transnet Engineering at 10 different locations (JHB Germiston Wagons Depot, JHB Sentrarand Wagons, JHB Springs Diesel Locomotives, Wagons Ermelo, Locomotive Pyramid South JHB, Wagons Capital Park Pretoria, Locomotive Eld Sentrarand Johannesburg, South Dunes, Locomotive Insezi Richards Bay And Locomotive Ermelo)**						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS
(*please refer to section 2, paragraph 3 for a detailed process on how to upload submissions*): https://esupplierportal.transnet.net

BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Mluleki Sishi**
TELEPHONE NUMBER	**011 012 2711**
E-MAIL ADDRESS	**Sishi.Mluleki@transnet.net**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.					
	TCP PIN		OR	CSD NO	

SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No	**OR**	**BBEEE STATUS LEVEL SWORN AFFIDAVIT**	
If Yes, Who was the Certificate issued by?				

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER QUESTIONAIRE BELOW]
Signature of the Bidder	……	Date:	……

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	TAX COMPLIANCE REQUIREMENTS
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5	IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
1.7	RESPONDENTS 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. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER : .....

CAPACITY UNDER WHICH THIS BID IS SIGNED : .....

(Proof of authority must be submitted e.g. company resolution)

DATE : .....

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:

DESIGN, MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF VENTILATION SYSTEMS FOR COMPRESSOR HOUSES FOR TRANSNET ENGINEERING AT 10 DIFFERENT LOCATIONS (JHB GERMISTON WAGONS DEPOT, JHB SENTRARAND WAGONS, JHB SPRINGS DIESEL LOCOMOTIVES, WAGONS ERMELO, LOCOMOTIVE PYRAMID SOUTH JHB, WAGONS CAPITAL PARK PRETORIA, LOCOMOTIVE ELD SENTRARAND JOHANNESBURG, SOUTH DUNES, LOCOMOTIVE INSEZI RICHARDS BAY AND LOCOMOTIVE ERMELO)

The tenderer, identified in the Offer signature block, has

either	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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		
	(Insert name and address of organisation)	
On behalf of		**Transnet SOC Ltd**
Name & signature of witness		
Date		

C1.2 Contract Data

PART ONE - DATA PROVIDED BY THE *EMPLOYER*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		X20: Key performance indicators
		Z: *Additional conditions of contract*
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	

10.1	The *Employer* is:	**Transnet SOC Ltd** **(Registration No. 1990/000900/30)**
	Address	Registered address: **Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
10.1	The *Project Manager* is: (Name)	**Mzwenkosi Mapuko**
	Address	**Transnet Engineering, Durban**
	Tel	**031 361 4198**
	e-mail	**Mzwenkosi.Mapuko@transnet.net**
10.1	The *Supervisor* is: (Name)	**Mzwenkosi Mapuko**
	Address	**Transnet Engineering, Durban**
	Tel No.	**031 361 4198**
	e-mail	**Mzwenkosi.Mapuko@transnet.net**
11.2(13)	The *works* are	**Design, manufacture, supply, delivery, installation, testing and commissioning of ventilation systems for compressor houses for Transnet Engineering at 10 different locations (JHB Germiston Wagons Depot, JHB Sentrarand Wagons, JHB Springs Diesel Locomotives, Wagons Ermelo, Locomotive Pyramid South JHB, Wagons Capital Park Pretoria, Locomotive Eld Sentrarand Johannesburg, South Dunes, Locomotive Insezi Richards Bay And Locomotive Ermelo)**

11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The *boundaries of the site* 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 *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**1 week**
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the *conditions of contract*.**
3	**Time**	
11.2(3)	The *completion date* for the whole of the *works* is	**To be confirmed on award**
30.1	The *access dates* are	**Part of the Site** **Date** **1** **2**
31.1	The *Contractor* is to submit a first programme for acceptance within	**2 weeks of the Contract Date.**
31.2	The *starting date* is	**To be confirmed on award**
32.2	The *Contractor* submits revised programmes at intervals no longer than	**3 weeks.**

35.1	The *Employer* is not willing to take over the *works* before the Completion Date.	
4	**Testing and Defects**	
42.2	The *defects date* is	**52 (fifty-two) weeks after Completion of the whole of the *works*.**
43.2	The *defect correction period* is	**2 weeks**
5	**Payment**	
50.1	The *assessment interval* is monthly on the	**25th (twenty fifth) day of each successive month.**
51.1	The *currency of this contract* 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 *interest rate* is	**the prime lending rate of Standard Bank of South Africa.**
6	**Compensation events**	
60.1(13)	The *weather measurements* 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**

	The place where weather is to be recorded (on the Site) is:	**The *Contractor*'s Site establishment area**
	The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:	**Durban**
	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 *conditions of contract*.**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	
84.1	The *Employer* provides these insurances from the Insurance Table	
	1 Insurance against:	**Loss of or damage to the *works*, 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 *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor)* 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 *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 *Contractor*) caused by activity in connection with this contract for any one event is	**Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* 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 *conditions of contract*.**

10 Data for main Option clause

A	**Priced contract with Activity Schedule**	**No additional data is required for this Option.**

11 Data for Option W1

W1.1	The *Adjudicator* is	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator*.**
W1.2(3)	The *Adjudicator nominating body* is:	**The Chairman of the Association of Arbitrators (Southern Africa)**
	If no *Adjudicator nominating body* is entered, it is:	**the Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Johannesburg, South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**

12 Data for secondary Option clauses

X2	**Changes in the law**	**No additional data is required for this Option**
X7	**Delay damages**	
X7.1	Delay damages for Completion of the whole of the *works* are	**To be agreed upon based on the amount of delay**
X16	**Retention**	
X16.1	The retention free amount is	**Nil**
	The retention percentage is	**10% on all payments certified.**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to:	**Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)**
X18.2	For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to:	**The deductible of the relevant insurance policy**
X18.3	The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	**The cost of correcting the Defect**
X18.4	The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	**The Total of the Prices**
X18.5	The *end of liability date* is	**5 years after Completion of the whole of the *works***

Z ***Additional conditions of contract*** **are:**

Z1 Obligations in respect of Job Creation

Z1.1 **It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-15**

Z1.2 **The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-15 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..**

Z1.3 **The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer*'s opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-15 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.**

Z2	**Additional clause relating to Performance Bonds and/or Guarantees**	
Z2.1		**The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.**
Z3	**Additional clauses relating to Joint Venture**	
Z3.1		**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.**

Z3.2		**Insert additional core clause 27.6** **27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.**
Z4	**Additional obligations in respect of Termination**	
Z4.1		**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)**
Z4.2	**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"**
Z4.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**

Z5 Right Reserved by the *Employer* to Conduct Vetting through SSA

Z5.1 **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.**

Z6 Additional Clause Relating to Collusion in the Construction Industry

Z6.1 **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.**

Z7	**Protection of Personal Information Act**	
Z7.1		**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.**
Z8	**BBBEE Clauses**	
Z8.1		Insert additional clause 27.7. **27.7.1.** The *Employer* encourages its *Contractors* to constantly strive to improve their B-BBEE Contributor Status Levels. To this end, the *Contractor* is to maintain and/or improve its B-BBEE Improvement Plan over the Contract period as per Returnable Schedule **27.2.2.** The *Contractor* shall, for the duration of the Works, comply with the B-BBEE Improvement Plan. The accepted *Contractor's* B-BBEE Improvement Plan, constitutes an offer to perform all its B-BBEE commitments and will constitute a binding agreement. **27.7.3.** Breach of B-BBEE Improvement Plan commitments provide the *Employer* cause to terminate the contract.

27.7.6. The performance of the *Contractor* as compared to with the accepted B-BBEE Improvement Plan, shall be measured on an annual basis within 60 (sixty) days after the Anniversary Date for the duration of the Contract Period. To this end, the *Contractor* shall grant the *Employer* a right of access and provide the underlying data supporting the achievement by the *Contractor* of the targets specified in the accepted B-BBEE Improvement Plan, which underlying data shall be auditable.

27.7.7. The *Contractor* shall ensure that it has the relevant internal mechanisms and procedures in place to allow the *Employer* to measure and verify the *Contractor's* compliance with the accepted B-BBEE Improvement Plan. Without limiting the generality of the foregoing, the *Contractor* shall be obliged to provide the *Employer* with written quarterly status reports specifying the progress made by the *Contractor* in relation to the accepted B-BBEE Improvement Plan.

27.7.10. To the extent of that the *Contractor* has not complied with the accepted B-BBEE Improvement Plan, the *Employer* shall be entitled to levy penalties which shall be determined with reference to the actual aggregate amounts paid by the *Employer* to the *Contractor* in respect of the preceding 12 (twelve) calendar month intervals, such interval period shall commence from the Contract Date.

27.7.11. Penalties will be levied based on the failure of the *Contractor* to achieve the targets specified in the accepted B-BBEE Improvement Plan rather than the failure of any constituent of the *Contractor* to contribute to the achievement of the targets in the accepted B-BBEE improvement plan;

27.7.13. The B-BBEE Retention amount shall be retained by the *Employer* as guarantee for the remaining obligations of the *Contractor* in terms of the accepted B-BBEE Improvement Plan;

27.7.14 The B-BBEE Retention Amount shall be deducted as part of the Retention in X16.1. The Retention in X16.1 shall be reduced to accommodate the B-BBEE Retention Amount. As such total Retention for the *works* shall not exceed 10%;

27.7.15. Should the *Contractor's* obligations:

- be met in terms of the accepted B-BBEE Improvement Plan, the B-BBEE Retention amount shall be released within 30 (thirty) days of the date of verification of compliance by the *Contractor* of its obligations in terms of the accepted B-BBEE Improvement Plan, at which time the monies shall be paid over to the *Contractor*;

- not be met, unless such failure is an attributable occurrence of an event which:
  - stops the *Contractor* Providing the *works* or stops the *Contractor* Providing the *works* by the date shown on the Accepted Programme and which neither Party could prevent and

- an experienced Contractor would have judged at the Contract to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it

- the Contractor shall forfeit the B-BBEE Retention Amount and shall have no further claim against the Employer for the repayment of such amount.

27.7.16. Should the contract be extended the same provisions as applicable in the last interval shall continue to apply until Completion Date.

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 *Contractor* is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The *direct fee percentage* is	**%**
	The *subcontracted fee percentage* is	**%**
11.2(18)	The *working areas* are the Site and	
24.1	The *Contractor's* 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	
A	**Priced contract with activity schedule**	
11.2(20)	The *activity schedule* is in	**C2.2**
11.2(30)	The tendered total of the Prices is	_____ **(in figures)** _____ _____ _____ _____ **(in words), excluding VAT**

A	**Priced contract with activity schedule**	**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 A	
C2.2	Activity Schedule	

C2.1 Pricing Instructions: Option A

THE *CONDITIONS OF CONTRACT*

How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms 11

11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(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.

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

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.

1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.

1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.

1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

#	Price code	Spec reference	Site	Category	Detailed description	Unit	Qty	Unit rate excl. VAT	Total excl. VAT
1	DES	GEN-001	Project-wide	Preliminaries and design	Mobilisation, project management, coordination, permits, document control and consolidated project programme for all ten sites.	Lump sum	1	R	R
2	DES	GEN-001; MEC-001	All sites	Preliminaries and design	Measured site surveys, equipment inventory, photographs, constraints registers and signed baseline reports for all ten sites.	Site	10	R	R
3	DES	MEC-001 to MEC-004	All sites	Preliminaries and design	Signed mechanical design: heat balance, airflow, system resistance, duct/louvre sizing, fan selection, backpressure and noise assessment.	Site	10	R	R
4	ELE	ELE-001 to ELE-004	All sites	Preliminaries and design	Electrical and controls design, load/protection/voltage-drop/fault calculations, SLDs, cable routes, schematics and cause-and-effect.	Site	10	R	R
5	STR	STR-001; BLD-001	All sites	Preliminaries and design	Structural design for openings, supports and modifications, including signed details and applicable wind/load checks.	Site	10	R	R
6	INS	GEN-002; HSE-001	Project-wide	Preliminaries and design	SHE file, site establishment, access arrangements, shutdown planning, quality control and operational-facility controls.	Lump sum	1	R	R
7	SUP	MEC-003; MEC-008; MEC-009	S01	Mechanical equipment	Heavy-duty exhaust fan package including motor, casing, impeller, guards, anti-vibration mountings, weather protection, supports and certified duty curve. Site baseline: Germiston Wagons Depot, Gauteng; design load 165 kW.	Lump sum	1	R	R
8	SUP	MEC-006; MEC-007; ENV-001	S01	Air intake and dampers	Weatherproof intake louvres, removable ISO Coarse 60% filters, screens, drainage and motorised or approved gravity backdraft dampers. Site baseline: Germiston Wagons Depot, Gauteng; design load 165 kW.	Lump sum	1	R	R

9	SUP/INS	MEC-004; MEC-005; MEC-007	S01	Ductwork	Galvanised ductwork, transitions, flexible connections, seals, supports and discharge arrangements, complete at final system resistance. Site baseline: Germiston Wagons Depot, Gauteng; design load 165 kW.	Lump sum	1	R	R
10	ELE	ELE-003; ELE-004	S01	Thermostat controls	IP-rated control panel, minimum two sensors per room, thermostat/controller, alarms, Auto/Manual/Off, compressor and damper interlocks, phase protection and BMS contact. Site baseline: Germiston Wagons Depot, Gauteng; design load 165 kW.	Lump sum	1	R	R
11	ELE	ELE-001; ELE-002; ELE-004	S01	Electrical installation	Power cabling, containment, isolation, protection, earthing, labels, starters/VSD where approved, testing and Certificate of Compliance. Site baseline: Germiston Wagons Depot, Gauteng; design load 165 kW.	Lump sum	1	R	R
12	STR/INS	STR-001; BLD-001	S01	Structural and building works	Openings, frames, plinths/supports, corrosion protection, weather sealing, making good, painting and removal of debris. Site baseline: Germiston Wagons Depot, Gauteng; design load 165 kW.	Lump sum	1	R	R
13	INS	MEC-005 to MEC-009	S01	Mechanical installation	Delivery, off-loading, installation, integration, alignment, guarding, balancing, commissioning support and safe maintenance access. Site baseline: Germiston Wagons Depot, Gauteng; design load 165 kW.	Lump sum	1	R	R
14	TST	ENV-001; COM-002; COM-003; GUA-001	S01	Testing and commissioning	Pre-commissioning, airflow/static pressure/noise/dust tests, controls and alarm tests, balancing and witnessed 8-hour simultaneous full-load acceptance test. Site baseline: Germiston Wagons Depot, Gauteng; design load 165 kW.	Lump sum	1	R	R
15	SUP	MEC-003; MEC-008; MEC-009	S02	Mechanical equipment	Heavy-duty exhaust fan package including motor, casing, impeller, guards, anti-vibration mountings, weather protection, supports and certified duty curve. Site baseline: Sentrarand Wagons, Benoni, Gauteng;	Lump sum	1	R	R

					design load 242 kW.				
16	SUP	MEC-006; MEC-007; ENV-001	S02	Air intake and dampers	Weatherproof intake louvres, removable ISO Coarse 60% filters, screens, drainage and motorised or approved gravity backdraft dampers. Site baseline: Sentrarand Wagons, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
17	SUP/INS	MEC-004; MEC-005; MEC-007	S02	Ductwork	Galvanised ductwork, transitions, flexible connections, seals, supports and discharge arrangements, complete at final system resistance. Site baseline: Sentrarand Wagons, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
18	ELE	ELE-003; ELE-004	S02	Thermostat controls	IP-rated control panel, minimum two sensors per room, thermostat/controller, alarms, Auto/Manual/Off, compressor and damper interlocks, phase protection and BMS contact. Site baseline: Sentrarand Wagons, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
19	ELE	ELE-001; ELE-002; ELE-004	S02	Electrical installation	Power cabling, containment, isolation, protection, earthing, labels, starters/VSD where approved, testing and Certificate of Compliance. Site baseline: Sentrarand Wagons, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
20	STR/INS	STR-001; BLD-001	S02	Structural and building works	Openings, frames, plinths/supports, corrosion protection, weather sealing, making good, painting and removal of debris. Site baseline: Sentrarand Wagons, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
21	INS	MEC-005 to MEC-009	S02	Mechanical installation	Delivery, off-loading, installation, integration, alignment, guarding, balancing, commissioning support and safe maintenance access. Site baseline: Sentrarand Wagons, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
22	TST	ENV-001; COM-002; COM-003; GUA-001	S02	Testing and commissioning	Pre-commissioning, airflow/static pressure/noise/dust tests, controls and alarm tests, balancing and witnessed 8-hour simultaneous full-load acceptance test. Site baseline: Sentrarand Wagons, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R

23	SUP	MEC-003; MEC-008; MEC-009	S03	Mechanical equipment	Heavy-duty exhaust fan package including motor, casing, impeller, guards, anti-vibration mountings, weather protection, supports and certified duty curve. Site baseline: Springs Diesel Locomotives, Gauteng; design load 165 kW.	Lump sum	1	R	R
24	SUP	MEC-006; MEC-007; ENV-001	S03	Air intake and dampers	Weatherproof intake louvres, removable ISO Coarse 60% filters, screens, drainage and motorised or approved gravity backdraft dampers. Site baseline: Springs Diesel Locomotives, Gauteng; design load 165 kW.	Lump sum	1	R	R
25	SUP/INS	MEC-004; MEC-005; MEC-007	S03	Ductwork	Galvanised ductwork, transitions, flexible connections, seals, supports and discharge arrangements, complete at final system resistance. Site baseline: Springs Diesel Locomotives, Gauteng; design load 165 kW.	Lump sum	1	R	R
26	ELE	ELE-003; ELE-004	S03	Thermostat controls	IP-rated control panel, minimum two sensors per room, thermostat/controller, alarms, Auto/Manual/Off, compressor and damper interlocks, phase protection and BMS contact. Site baseline: Springs Diesel Locomotives, Gauteng; design load 165 kW.	Lump sum	1	R	R
27	ELE	ELE-002; ELE-004		Electrical installation	Power cabling, containment, isolation, protection, earthing, labels, starters/VSD where approved, testing and Certificate of Compliance. Site baseline: Springs Diesel Locomotives, Gauteng; design load 165 kW.	Lump sum	1	R	R
28	STR/INS	BLD-001		Structural and building works	Openings, frames, plinths/supports, corrosion protection, weather sealing, making good, painting and removal of debris. Site baseline: Springs Diesel Locomotives, Gauteng; design load 165 kW.	Lump sum	1	R	R
29	INS	to MEC-009		Mechanical installation	Delivery, off-loading, installation, integration, alignment, guarding, balancing, commissioning support and safe maintenance access. Site baseline: Springs Diesel Locomotives, Gauteng; design load 165 kW.	Lump sum	1	R	R

30	TST	; COM-002; COM-003; GUA-001		Testing and commissioning	Pre-commissioning, airflow/static pressure/noise/dust tests, controls and alarm tests, balancing and witnessed 8-hour simultaneous full-load acceptance test. Site baseline: Springs Diesel Locomotives, Gauteng; design load 165 kW.	Lump sum	1	R	R
31	SUP	; MEC-008; MEC-009		Mechanical equipment	Heavy-duty exhaust fan package including motor, casing, impeller, guards, anti-vibration mountings, weather protection, supports and certified duty curve. Site baseline: Wagons Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
32	SUP	; MEC-007; ENV-001		Air intake and dampers	Weatherproof intake louvres, removable ISO Coarse 60% filters, screens, drainage and motorised or approved gravity backdraft dampers. Site baseline: Wagons Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
33	SUP/INS	; MEC-005; MEC-007		Ductwork	Galvanised ductwork, transitions, flexible connections, seals, supports and discharge arrangements, complete at final system resistance. Site baseline: Wagons Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
34	ELE	ELE-004		Thermostat controls	IP-rated control panel, minimum two sensors per room, thermostat/controller, alarms, Auto/Manual/Off, compressor and damper interlocks, phase protection and BMS contact. Site baseline: Wagons Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
35	ELE	ELE-002; ELE-004		Electrical installation	Power cabling, containment, isolation, protection, earthing, labels, starters/VSD where approved, testing and Certificate of Compliance. Site baseline: Wagons Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
36	STR/INS	; BLD-001		Structural and building works	Openings, frames, plinths/supports, corrosion protection, weather sealing, making good, painting and removal of debris. Site baseline: Wagons Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R

37	INS	to MEC-009		Mechanical installation	Delivery, off-loading, installation, integration, alignment, guarding, balancing, commissioning support and safe maintenance access. Site baseline: Wagons Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
38	TST	; COM-002; COM-003; GUA-001		Testing and commissioni ng	Pre-commissioning, airflow/static pressure/noise/dust tests, controls and alarm tests, balancing and witnessed 8-hour simultaneous full-load acceptance test. Site baseline: Wagons Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
39	SUP	; MEC-008; MEC-009		Mechanical equipment	Heavy-duty exhaust fan package including motor, casing, impeller, guards, anti-vibration mountings, weather protection, supports and certified duty curve. Site baseline: Locomotive Pyramid South, Pretoria, Gauteng; design load 83 kW.	Lump sum	1	R	R
40	SUP	; MEC-007; ENV-001		Air intake and dampers	Weatherproof intake louvres, removable ISO Coarse 60% filters, screens, drainage and motorised or approved gravity backdraft dampers. Site baseline: Locomotive Pyramid South, Pretoria, Gauteng; design load 83 kW.	Lump sum	1	R	R
41	SUP/INS	; MEC-005; MEC-007		Ductwork	Galvanised ductwork, transitions, flexible connections, seals, supports and discharge arrangements, complete at final system resistance. Site baseline: Locomotive Pyramid South, Pretoria, Gauteng; design load 83 kW.	Lump sum	1	R	R
42	ELE	ELE-004		Thermostat controls	IP-rated control panel, minimum two sensors per room, thermostat/controller, alarms, Auto/Manual/Off, compressor and damper interlocks, phase protection and BMS contact. Site baseline: Locomotive Pyramid South, Pretoria, Gauteng; design load 83 kW.	Lump sum	1	R	R
43	ELE	ELE-002; ELE-004		Electrical installation	Power cabling, containment, isolation, protection, earthing, labels, starters/VSD where approved, testing and Certificate of Compliance. Site baseline: Locomotive Pyramid South, Pretoria, Gauteng; design load 83 kW.	Lump sum	1	R	R

44	STR/INS	; BLD-001		Structural and building works	Openings, frames, plinths/supports, corrosion protection, weather sealing, making good, painting and removal of debris. Site baseline: Locomotive Pyramid South, Pretoria, Gauteng; design load 83 kW.	Lump sum	1	R	R
45	INS	to MEC-009		Mechanical installation	Delivery, off-loading, installation, integration, alignment, guarding, balancing, commissioning support and safe maintenance access. Site baseline: Locomotive Pyramid South, Pretoria, Gauteng; design load 83 kW.	Lump sum	1	R	R
46	TST	; COM-002; COM-003; GUA-001		Testing and commissioni ng	Pre-commissioning, airflow/static pressure/noise/dust tests, controls and alarm tests, balancing and witnessed 8-hour simultaneous full-load acceptance test. Site baseline: Locomotive Pyramid South, Pretoria, Gauteng; design load 83 kW.	Lump sum	1	R	R
47	SUP	; MEC-008; MEC-009		Mechanical equipment	Heavy-duty exhaust fan package including motor, casing, impeller, guards, anti-vibration mountings, weather protection, supports and certified duty curve. Site baseline: Wagons Capital Park, Pretoria, Gauteng; design load 242 kW.	Lump sum	1	R	R
48	SUP	; MEC-007; ENV-001		Air intake and dampers	Weatherproof intake louvres, removable ISO Coarse 60% filters, screens, drainage and motorised or approved gravity backdraft dampers. Site baseline: Wagons Capital Park, Pretoria, Gauteng; design load 242 kW.	Lump sum	1	R	R
49	SUP/INS	; MEC-005; MEC-007		Ductwork	Galvanised ductwork, transitions, flexible connections, seals, supports and discharge arrangements, complete at final system resistance. Site baseline: Wagons Capital Park, Pretoria, Gauteng; design load 242 kW.	Lump sum	1	R	R
50	ELE	ELE-004		Thermostat controls	IP-rated control panel, minimum two sensors per room, thermostat/controller, alarms, Auto/Manual/Off, compressor and damper interlocks, phase protection and BMS contact. Site baseline: Wagons Capital Park, Pretoria, Gauteng; design load 242 kW.	Lump sum	1	R	R

51	ELE	ELE-002; ELE-004		Electrical installation	Power cabling, containment, isolation, protection, earthing, labels, starters/VSD where approved, testing and Certificate of Compliance. Site baseline: Wagons Capital Park, Pretoria, Gauteng; design load 242 kW.	Lump sum	1	R	R
52	STR/INS	; BLD-001		Structural and building works	Openings, frames, plinths/supports, corrosion protection, weather sealing, making good, painting and removal of debris. Site baseline: Wagons Capital Park, Pretoria, Gauteng; design load 242 kW.	Lump sum	1	R	R
53	INS	to MEC-009		Mechanical installation	Delivery, off-loading, installation, integration, alignment, guarding, balancing, commissioning support and safe maintenance access. Site baseline: Wagons Capital Park, Pretoria, Gauteng; design load 242 kW.	Lump sum	1	R	R
54	TST	; COM-002; COM-003; GUA-001		Testing and commissioni ng	Pre-commissioning, airflow/static pressure/noise/dust tests, controls and alarm tests, balancing and witnessed 8-hour simultaneous full-load acceptance test. Site baseline: Wagons Capital Park, Pretoria, Gauteng; design load 242 kW.	Lump sum	1	R	R
55	SUP	; MEC-008; MEC-009		Mechanical equipment	Heavy-duty exhaust fan package including motor, casing, impeller, guards, anti-vibration mountings, weather protection, supports and certified duty curve. Site baseline: Locomotive ELD Sentrarand, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
56	SUP	; MEC-007; ENV-001		Air intake and dampers	Weatherproof intake louvres, removable ISO Coarse 60% filters, screens, drainage and motorised or approved gravity backdraft dampers. Site baseline: Locomotive ELD Sentrarand, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
57	SUP/INS	; MEC-005; MEC-007		Ductwork	Galvanised ductwork, transitions, flexible connections, seals, supports and discharge arrangements, complete at final system resistance. Site baseline: Locomotive	Lump sum	1	R	R

					ELD Sentrarand, Benoni, Gauteng; design load 242 kW.				
58	ELE	ELE-004		Thermostat controls	IP-rated control panel, minimum two sensors per room, thermostat/controller, alarms, Auto/Manual/Off, compressor and damper interlocks, phase protection and BMS contact. Site baseline: Locomotive ELD Sentrarand, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
59	ELE	ELE-002; ELE-004		Electrical installation	Power cabling, containment, isolation, protection, earthing, labels, starters/VSD where approved, testing and Certificate of Compliance. Site baseline: Locomotive ELD Sentrarand, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
60	STR/INS	; BLD-001		Structural and building works	Openings, frames, plinths/supports, corrosion protection, weather sealing, making good, painting and removal of debris. Site baseline: Locomotive ELD Sentrarand, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
61	INS	to MEC-009		Mechanical installation	Delivery, off-loading, installation, integration, alignment, guarding, balancing, commissioning support and safe maintenance access. Site baseline: Locomotive ELD Sentrarand, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
62	TST	; COM-002; COM-003; GUA-001		Testing and commissioni ng	Pre-commissioning, airflow/static pressure/noise/dust tests, controls and alarm tests, balancing and witnessed 8-hour simultaneous full-load acceptance test. Site baseline: Locomotive ELD Sentrarand, Benoni, Gauteng; design load 242 kW.	Lump sum	1	R	R
63	SUP	; MEC-008; MEC-009		Mechanical equipment	Heavy-duty exhaust fan package including motor, casing, impeller, guards, anti-vibration mountings, weather protection, supports and certified duty curve. Site baseline: South Dunes 2279 Departure Yard, Richards Bay, KwaZulu-Natal; design load 198 kW.	Lump sum	1	R	R
64	SUP	; MEC-007; ENV-001		Air intake and dampers	Weatherproof intake louvres, removable ISO Coarse 60% filters, screens, drainage and motorised or	Lump sum	1	R	R

					approved gravity backdraft dampers. Site baseline: South Dunes 2279 Departure Yard, Richards Bay, KwaZulu-Natal; design load 198 kW.				
65	SUP/INS	; MEC-005; MEC-007		Ductwork	Galvanised ductwork, transitions, flexible connections, seals, supports and discharge arrangements, complete at final system resistance. Site baseline: South Dunes 2279 Departure Yard, Richards Bay, KwaZulu-Natal; design load 198 kW.	Lump sum	1	R	R
66	ELE	ELE-004		Thermostat controls	IP-rated control panel, minimum two sensors per room, thermostat/controller, alarms, Auto/Manual/Off, compressor and damper interlocks, phase protection and BMS contact. Site baseline: South Dunes 2279 Departure Yard, Richards Bay, KwaZulu-Natal; design load 198 kW.	Lump sum	1	R	R
67	ELE	ELE-002; ELE-004		Electrical installation	Power cabling, containment, isolation, protection, earthing, labels, starters/VSD where approved, testing and Certificate of Compliance. Site baseline: South Dunes 2279 Departure Yard, Richards Bay, KwaZulu-Natal; design load 198 kW.	Lump sum	1	R	R
68	STR/INS	; BLD-001		Structural and building works	Openings, frames, plinths/supports, corrosion protection, weather sealing, making good, painting and removal of debris. Site baseline: South Dunes 2279 Departure Yard, Richards Bay, KwaZulu-Natal; design load 198 kW.	Lump sum	1	R	R
69	INS	to MEC-009		Mechanical installation	Delivery, off-loading, installation, integration, alignment, guarding, balancing, commissioning support and safe maintenance access. Site baseline: South Dunes 2279 Departure Yard, Richards Bay, KwaZulu-Natal; design load 198 kW.	Lump sum	1	R	R
70	TST	; COM-002; COM-003; GUA-001		Testing and commissioni ng	Pre-commissioning, airflow/static pressure/noise/dust tests, controls and alarm tests, balancing and witnessed 8-hour simultaneous full-load acceptance test. Site baseline: South Dunes 2279 Departure Yard, Richards Bay, KwaZulu-Natal; design load 198 kW.	Lump sum	1	R	R

71	SUP	; MEC-008; MEC-009		Mechanical equipment	Heavy-duty exhaust fan package including motor, casing, impeller, guards, anti-vibration mountings, weather protection, supports and certified duty curve. Site baseline: Locomotive Insezi, Richards Bay, KwaZulu-Natal; design load 182 kW.	Lump sum	1	R	R
72	SUP	; MEC-007; ENV-001		Air intake and dampers	Weatherproof intake louvres, removable ISO Coarse 60% filters, screens, drainage and motorised or approved gravity backdraft dampers. Site baseline: Locomotive Insezi, Richards Bay, KwaZulu-Natal; design load 182 kW.	Lump sum	1	R	R
73	SUP/INS	; MEC-005; MEC-007		Ductwork	Galvanised ductwork, transitions, flexible connections, seals, supports and discharge arrangements, complete at final system resistance. Site baseline: Locomotive Insezi, Richards Bay, KwaZulu-Natal; design load 182 kW.	Lump sum	1	R	R
74	ELE	ELE-004		Thermostat controls	IP-rated control panel, minimum two sensors per room, thermostat/controller, alarms, Auto/Manual/Off, compressor and damper interlocks, phase protection and BMS contact. Site baseline: Locomotive Insezi, Richards Bay, KwaZulu-Natal; design load 182 kW.	Lump sum	1	R	R
75	ELE	ELE-002; ELE-004		Electrical installation	Power cabling, containment, isolation, protection, earthing, labels, starters/VSD where approved, testing and Certificate of Compliance. Site baseline: Locomotive Insezi, Richards Bay, KwaZulu-Natal; design load 182 kW.	Lump sum	1	R	R
76	STR/INS	; BLD-001		Structural and building works	Openings, frames, plinths/supports, corrosion protection, weather sealing, making good, painting and removal of debris. Site baseline: Locomotive Insezi, Richards Bay, KwaZulu-Natal; design load 182 kW.	Lump sum	1	R	R
77	INS	to MEC-009		Mechanical installation	Delivery, off-loading, installation, integration, alignment, guarding, balancing, commissioning support and safe maintenance access. Site baseline: Locomotive Insezi, Richards Bay, KwaZulu-Natal; design load 182 kW.	Lump sum	1	R	R

78	TST	; COM-002; COM-003; GUA-001		Testing and commissioning	Pre-commissioning, airflow/static pressure/noise/dust tests, controls and alarm tests, balancing and witnessed 8-hour simultaneous full-load acceptance test. Site baseline: Locomotive Insezi, Richards Bay, KwaZulu-Natal; design load 182 kW.	Lump sum	1	R	R
79	SUP	; MEC-008; MEC-009		Mechanical equipment	Heavy-duty exhaust fan package including motor, casing, impeller, guards, anti-vibration mountings, weather protection, supports and certified duty curve. Site baseline: Locomotive Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
80	SUP	; MEC-007; ENV-001		Air intake and dampers	Weatherproof intake louvres, removable ISO Coarse 60% filters, screens, drainage and motorised or approved gravity backdraft dampers. Site baseline: Locomotive Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
81	SUP/INS	; MEC-005; MEC-007		Ductwork	Galvanised ductwork, transitions, flexible connections, seals, supports and discharge arrangements, complete at final system resistance. Site baseline: Locomotive Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
82	ELE	ELE-004		Thermostat controls	IP-rated control panel, minimum two sensors per room, thermostat/controller, alarms, Auto/Manual/Off, compressor and damper interlocks, phase protection and BMS contact. Site baseline: Locomotive Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
83	ELE	ELE-002; ELE-004		Electrical installation	Power cabling, containment, isolation, protection, earthing, labels, starters/VSD where approved, testing and Certificate of Compliance. Site baseline: Locomotive Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
84	STR/INS	; BLD-001		Structural and building works	Openings, frames, plinths/supports, corrosion protection, weather sealing, making good, painting and removal of debris. Site baseline: Locomotive Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
85	INS	to MEC-009		Mechanical	Delivery, off-loading, installation, integration,	Lump	1	R	R

				installation	alignment, guarding, balancing, commissioning support and safe maintenance access. Site baseline: Locomotive Ermelo, Mpumalanga; design load 198 kW.	sum			
86	TST	; COM-002; COM-003; GUA-001		Testing and commissioni ng	Pre-commissioning, airflow/static pressure/noise/dust tests, controls and alarm tests, balancing and witnessed 8-hour simultaneous full-load acceptance test. Site baseline: Locomotive Ermelo, Mpumalanga; design load 198 kW.	Lump sum	1	R	R
87	TRN		ide	Training	One formal 8-hour operator and maintenance training course for 40 employees: four per site, comprising two operations and two maintenance personnel; includes assessment, certificates and editable/PDF materials.	Course	1	R	R
88	WAR			Warranty	Comprehensive 24-month warranty from signed site acceptance, including parts, labour, travel, workmanship and specified response/attendance/restoration commitments.	Site	10	R	R
89	MNT			Planned maintenance	Quarterly planned preventive maintenance for 24 months, including consumables except major replacement equipment, service reports, performance checks and breakdown support.	Site-visit	80	R	R
90	DOC			Handover documentati on	Three hard-copy sets and one indexed electronic handover dossier per site, including signed as-builts, calculations, manuals, data, certificates, backups, spares list and records.	Site	10	R	R
								Total Excl. VAT	
								VAT @ 15%	
								Total Incl. VAT	

PART C3: SCOPE OF WORK

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C3.1 *EMPLOYER'S* WORKS INFORMATION

Description of the works

1. Scope and site tender baselines

The contractor shall provide a complete, weatherproof and maintainable ventilation solution at each site. The Contractor shall undertake the complete design, supply, delivery, installation, testing, commissioning, and handover of a fully automatic compressor house ventilation system.

1.1. Mechanical Installations

- Remove heat generated by air compressors and associated equipment,
- Provide adequate fresh air replacement. Prevent heat build-up affecting compressor reliability and efficiency,
- Minimize ingress of rain, dust, insects and pests.
- Operate automatically via thermostatic control and compressor run interlocks, the thermostat-controlled ventilation fans.
- Comply with all applicable South African statutory, electrical, mechanical and occupational health and safety requirements.

The Contractor shall provide all fans, dampers, louvers, controls, electrical equipment, supports, cabling, testing and commissioning necessary for a complete operating installation. The selection of the thermostat fans will be based on the size of the compressor house, Temperature range, noise, energy efficiency, and ease of maintenance.

The service provider must design and install the industrial axial exhaust fans equipped with automatic backdraft dampers and external line voltage controller in the compressor house.

The automatic backdraft dampers or louvers are motorized to seal shut when the thermostat control fan is off to prevent outside weather and dust from entering the compressor house.

For tender evaluation, pricing and ventilation sizing, the heat loads listed in Table 1 shall be deemed the contractual design basis. Heat load is calculated as the sum of the installed compressor motor ratings operating simultaneously. A 10% engineering design margin shall be applied to determine the design load. Heat Load (kW) = Sum of Installed Compressor Motor Ratings (kW). Design Load (kW) = Heat Load x 1.10. Where a bidder or OEM calculates a different heat rejection value, the values stated in Table 1 shall remain the tender evaluation and pricing basis unless amended by Transnet Engineering through a formal revision issued before tender closing. Final design shall include verified room dimensions, compressor data, ambient design conditions, duct pressure losses and manufacturer heat-rejection data.

ID	Location	Installed compressor basis	Heat load kW	Design kW	Airflow data
S01	Germiston Wagons Depot, Gauteng	2 x VSD 75 kW	150	165	450-520 CFM each
S02	Sentrarand Wagons, Benoni, Gauteng	2 x VSD 110 kW	220	242	680-750 CFM each
S03	Springs Diesel Locomotives, Gauteng	2 x VSD 75 kW	150	165	450-520 CFM each
S04	Wagons Ermelo, Mpumalanga	2 x fixed 90 kW; mobile unit excluded	180	198	498 CFM each
S05	Locomotive Pyramid South, Pretoria, Gauteng	1 x fixed 75 kW	75	83	450-520 CFM
S06	Wagons Capital Park, Pretoria, Gauteng	2 x VSD 110 kW	220	242	680-750 CFM each
S07	Locomotive ELD Sentrarand, Benoni, Gauteng	2 x VSD 110 kW	220	242	680-750 CFM each
S08	South Dunes 2279 Departure Yard, Richards Bay, KwaZulu-Natal	2 x fixed 90 kW	180	198	498 CFM each
S09	Locomotive Insezi, Richards Bay, KwaZulu-Natal	3 x fixed 55 kW	165	182	321 CFM each
S10	Locomotive Ermelo, Mpumalanga	2 x fixed 55 kW (tender baseline)	110	121	321 CFM each

1.2. Electrical Installations

- All electrical installation shall be done by contractor's installation electrician registered with department of Labour. Provide valid certified copy of the wireman's license and number to Transnet Engineering.
- All electrical design calculations, (selection of the circuit breakers, cables. etc.) must be produced by installation electrician and handed over to Transnet Engineering Project Manager.
- The Contractor to source power from the nearest Power supply DB. The contractor must design and calculate compressor-house ventilation electrical installation wiring requirements to determine cable size, circuit breakers, cable tray, etc. Cable and circuit breaker selection calculations accompanied by line diagrams showing all routes from point of supply to point of consumption must be provided to Transnet Engineering Project Manager.
- All installation work to be neat and of high standard, all fixtures (switch socket outlets, cables, cable tray, cables ladders...etc.) shall be properly secured.
- All wiring under roof structures shall be installed in stainless steel metal conduit with suitable glands, saddles, junction boxes and corrosion protection. Conduits shall be neatly routed and mechanically protected.
- Contractor's Installation electrician shall supply the electrical Certificate of Compliance (COC), test results and as-built electrical drawings to Transnet Engineering.

1.3. Operational Requirements

The existing compressor installations at all depot sites are not equipped with electrically controlled, thermostat-operated exhaust ventilation systems or extraction fans. As a result, heat generated within the compressor houses accumulates, adversely affecting compressor performance, efficiency, reliability, and the ability to consistently supply compressed air to the operational workshops.

To address this limitation, this specification proposes the installation of thermostat-controlled ventilation fans at all depot sites identified in the scope of work. The ventilation system shall automatically regulate airflow based on real-time ambient temperature conditions within the compressor houses, thereby maintaining a suitable operating environment for the compressors.

The proposed solution will ensure that compressor room temperatures are maintained between 10° to 30°C, promoting optimal equipment performance, improved energy efficiency, and extended component life. Operating compressors in excessively high temperatures can result in increased discharge temperatures, higher moisture content within the compressed air system, reduced equipment reliability, and potential thermal shutdowns. By effectively controlling the compressor room temperature, the risk of unplanned downtime will be minimized while improving the overall operational efficiency and lifespan of the compressor installations.

2. Technical requirements

Requirement	Technical requirements
GEN-001	Complete site survey, measured room dimensions, equipment inventory, constraints register, photographs and signed baseline report for every site.
GEN-002	The contractor shall take cognizance of the following operational constraints: • Compressor operations are critical to maintenance production and shall remain available whenever reasonably practicable. • Planned shutdowns shall be agreed in writing with the Employer. • All works shall be undertaken within operational rail facilities. • Dust generation shall be minimized during cutting and installation activities. • Noise-generating activities shall be coordinated with site management. • Existing compressed-air services shall not be interrupted without approved isolation procedures. • The contractor shall maintain safe access and egress routes throughout the project.
STR-001	ECSA professionally registered structural engineer/technologist shall design and sign all openings, supports and structural modifications.

MEC-001	ECSA professionally registered mechanical engineer/technologist shall design and sign the ventilation system, including heat balance, airflow, static pressure, duct sizing, fan selection and noise assessment.
MEC-002	Maintain compressor-house temperature between 10° to 30°.
MEC-002A	The ventilation system shall be designed for the following minimum environmental conditions: • Inland Sites (Gauteng and Mpumalanga): 35°C dry bulb ambient temperature. • Coastal Sites (Richards Bay): 38°C dry bulb ambient temperature. • Relative Humidity: Up to 80%. • Continuous operation: 18 hours per day, 365 days per year. Ventilation calculations shall demonstrate compliance under these conditions The temperature within the compressor house shall be maintained between 10°C and 30°C under all normal operating conditions. The Contractor's Design Engineer/Engineering Technologist shall be responsible for the design, supply, installation, testing, and commissioning of a suitable cooling and ventilation system capable of maintaining the required temperature range. Prior to installation, the Service Provider shall submit the following to the Project Manager for review and approval: • The proposed cooling system solution and equipment specifications. • Detailed design calculations demonstrating compliance with the required temperature range. • Heat load calculations and assumptions used in the design. • Equipment datasheets and manufacturer's literature. • Layout drawings and installation details. • Operation and maintenance requirements. Installation shall only proceed after the Project Manager has reviewed the submitted design documentation. The installed system shall be proven through testing and commissioning to maintain the compressor house temperature within the specified range of 10°C to 30°C.

MEC-003	Provide outdoor airflow not less than the greater of the manufacturer-required cooling airflow and Q = heat load/ (1.2 x 5), expressed in m^3/s; include 10% design margin and demonstrate duty at final system resistance.
MEC-004	Limit additional backpressure at each compressor cooling-air outlet to the compressor manufacturer's published limit and in all cases to no more than 50 Pa unless the OEM confirms a higher value in writing.
MEC-005	Galvanized sheet-steel ductwork thickness: minimum 0.8 mm for length up to 750 mm longest side, 1.0 mm from 751-1200 mm, and 1.2 mm above 1200 mm; reinforce, seal and support to recognized HVAC practice. Flexible bellows are permitted only at equipment connections.
MEC-006	Provide low-level weatherproof intake louvres with removable minimum G4/ISO coarse 60% pre-filters, face velocity <=2.5 m/s, insect/bird screens and drainage; provide high-level exhaust and prevent short-circuiting. Intake Louvers : Provide weatherproof intake louvers with: • Corrosion resistant construction. • Bird and insect screens. • Accessible cleaning arrangement. • Exhaust Dampers: Provide: • Motorized backdraft dampers; or • Heavy-duty gravity-operated dampers. Dampers shall: • Prevent rain ingress, prevent dust ingress, prevent pest entry. • Open fully before fan startup.
MEC-007	Provide separate exhaust ductwork for each compressor where common ducting could cause recirculation. Motorized or heavy-duty gravity backdraft dampers shall prevent rain, dust and pest ingress. Where motorized dampers are used, they shall open fully and be proven open before fan starts. Fans shall be suitable for 18 h/day, 365 days/year duty.
MEC-008	Exhaust fans shall be heavy-duty industrial axial-flow units, or centrifugal units where system resistance justifies them. Fan casings and impellers shall be stainless steel, cast aluminum or an approved corrosion-resistant equivalent; rotating assemblies shall be dynamically balanced to ISO 1940. Provide inlet and discharge guards, anti-vibration mountings, weatherproof penetration

	seals and safe maintenance access. • Install flexible connections where applicable. • Ensure adequate maintenance access. • Provide corrosion-resistant support steelwork. All supports shall withstand: • Operating loads. • Maintenance loads. Vibration loads.
MEC-009	Ventilation Arrangement :The ventilation layout shall incorporate: Air Intake • Low-level fresh air intake. • Located opposite exhaust fan location. • Airflow arranged to pass over compressor equipment. Air Extraction • High-level extraction. • Exhaust fans mounted as high as practical. • Hot air discharged to atmosphere without recirculation. The design shall prevent: • Air short-circuiting. • Re-entry of hot discharge air. Dead air zones within the compressor room.
ENV-001	At acceptance, indoor airborne particulate concentration shall be at least 30% lower than the pre-installation baseline at the same representative locations and operating condition, and no visible dust ingress path shall remain.
BLD-001	Complete and weather-seal approved openings; repair affected floors, walls, windows and doors; paint to match; remove debris; leave rooms weatherproof and resistant to rodent/bird entry. Refer details on item 3 site dimensions and environmental

HSE-001	The Contractor shall comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Construction Regulations, the Electrical Installation Regulations, and all project-specific SHE requirements. An approved SHE File shall be submitted and accepted before any work commences on site. The Contractor shall demonstrate compliance with the following requirements: Legislative and Regulatory Compliance • Compensation for Occupational Injuries and Diseases Act (COIDA), 1993 (Act 130 of 1993), as amended. • Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. • Construction Regulations, as amended. • Electrical Installation Regulations. • National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977), as amended. • SANS 10400 latest series, applicable to the general requirements of the project. Transnet Requirements The Contractor shall comply with: • Transnet Contractor Management Procedure (TRN-IMS-GRP-PROC-014). • Transnet Engineering IMS Compliance Policy Statement. • Transnet Engineering standards, procedures, work instructions, and site-specific rules. • Transnet Engineering Waste Management Standard. Site Access and Induction • All contractor personnel shall undergo the required Safety, Health and Environmental (SHE) Induction. • Personnel shall be issued with valid induction certificates and all necessary permits authorising access to Transnet premises for the duration of the contract. • No person shall be permitted to commence work on site without the required induction and authorisation.

SHE File and Site Documentation

- The Contractor shall maintain an approved Compliance File (SHE File) and Site Instruction Book on site at all times.
- The SHE File shall be readily available for inspection by Transnet representatives and regulatory authorities.

Site Management and Supervision

- A competent supervisor shall be present on site at all times while work is in progress.
- The Contractor's name board shall be prominently displayed and remain clearly visible throughout the duration of the project.

Personal Protective Equipment (PPE)

- Appropriate PPE shall be worn at all times by all personnel.
- PPE shall include, where applicable, safety harnesses, lifelines, ropes, safety footwear, hard hats, eye protection, gloves, and any additional task-specific protective equipment.
- All PPE shall be maintained in good condition and comply with applicable standards.

Working at Heights

- All personnel required to work at heights shall possess valid medical fitness certificates.
- Proof of competency and accredited training for working at heights shall be provided.
- Fall protection equipment shall be inspected, maintained, and used in accordance with legal and site requirements.

Scaffolding

- All scaffolding utilised on site shall be SANS-approved.
- Scaffolding shall be erected, inspected, and certified by competent persons in accordance with applicable regulations and standards.

Mobile Working Platforms and Rigging Equipment
The Service Provider shall:

- Provide its own mobile working platform(s).

- Submit valid load test certificates for all mobile working platforms and lifting equipment.
- Ensure that operators are in possession of valid operator licences.
- Provide all necessary rigging equipment required to position and install ducting in the designated locations.
- Ensure that all lifting and rigging activities are conducted by competent and authorised personnel.

Inspections, Audits and Risk Assessments

- SHE inspections, audits, and risk assessments will be conducted during and upon completion of the project.
- Findings will be reported to the Project Manager.
- The Contractor shall address and close out all identified non-conformances within the required timeframe.

Compensation Commissioner Requirements

- A valid Letter of Good Standing issued by the Compensation Commissioner shall be submitted before commencement of work and maintained for the duration of the contract.

Non-Compliance

Failure to comply with any SHE, legal, statutory, or Transnet requirement may result in:

- The issuance of a Stop Work Certificate.
- Immediate suspension of work activities.
- Removal of personnel from site.
- Suspension of site access privileges until the non-compliance has been rectified to the satisfaction of Transnet Engineering.

Contractor Commitment

The Contractor shall ensure full compliance with all applicable SHE legislation, Transnet Engineering requirements, project specifications, standards, procedures, and site-specific rules for the entire duration of the contract. All employees, subcontractors, and suppliers engaged by the Contractor shall adhere to these requirements at all times

HSE-002	Heavy-duty industrial wall-mounted axial flow fan Safety features; • Inlet finger guard. • Discharge finger guard. • All rotating components fully protected.
COM-001	Submit concept design, calculations, equipment schedules and drawings for review; incorporate comments and issue signed IFC documents before manufacture/installation.
COM-002	Perform pre-commissioning, electrical tests, fan rotation and vibration checks, damper operation checks, motor-current and protection tests, thermostat and high-temperature alarm tests, compressor/damper interlock checks, air/System balancing and a witnessed 8-hour simultaneous full-load performance test at each site. Record outdoor/indoor temperatures, airflow, static pressure, noise and dust results with calibrated instruments.
COM-003	Acceptance requires all MEC-002 to MEC-004 and ENV-001 limits to pass, all safety/interlocks to function, punch-list items to close, and a signed site acceptance certificate. Failed tests shall be corrected and repeated at no additional cost. The completed installation shall satisfy all of the following: • Acceptable room temperature setting must be at all time between 10° to 30°C. • Airflow meeting design calculations. • Compressor backpressure within OEM limits. • Successful completion of 8-hour witnessed performance test. • Successful completion of training. • Submission of all handover documentation. • Closure of all punch-list items. Failure of any requirement shall constitute non-acceptance.
TRN-001	Provide one formal 8-hour operator and maintenance course for 40 (x4 Employees per site – 2 x Operations & 2 x maintenance personnel) Transnet employees, including safe operation, controls, alarms, filter replacement, isolation, inspection and fault finding. Completion requires attendance, practical demonstration, assessment mark >=70%, certificates and editable/PDF training material.

WAR-001	Provide a comprehensive 24-month warranty from signed site acceptance covering parts, labour, travel and workmanship. Respond within 4 business hours, attend critical failures within 24 hours, and restore service or provide an agreed mitigation within 48 hours.
GUN-001	Minimum Guaranteed Performance The Contractor shall guarantee that the completed installation will: • Achieve the design airflow. • Maintain compressor room temperatures within specified limits. • Operate automatically and reliably. • Prevent excessive heat accumulation. • Provide adequate fresh-air replacement. • Operate without excessive vibration or noise. Remain accessible for maintenance and inspection.
MNT-001	Provide planned preventive maintenance for 24 months: quarterly visits per site, consumables except major replacement equipment, service reports, performance checks and breakdown support. Price this separately.
DOC-001	Before handover supply three hard-copy sets and one indexed electronic set containing signed as-builts drawings, calculations, manuals (operating and maintenance, schematics, COC, test/calibration certificates, data sheets, spares list, software backups/passwords and warranty/maintenance records. The Contractor shall provide: • Heat load calculations. • Ventilation calculations. • Fan selection schedules. • Louver sizing calculations. • Control philosophy. • Electrical schematics. • General arrangement drawings. • Electrical/Mechanical/structural drawings. Handover Documentation The Contractor shall provide: • Fan performance curves. • Electrical test results.

	• Commissioning reports. • Maintenance schedules.
ELE-001	Electrical supply is 400 V ±5%, 50 Hz, three phase. Provide cables, local lockable isolators, protection, control panel, VSD/starters where required, sensors, interlocks, earthing, labels and a SANS 10142-1 Certificate of Compliance.
ELE-002	Fan motors shall be TEFC, minimum IP55, Class F insulated with Class B temperature rise, IE3 efficiency, rated 400 V AC, three phases, 50 Hz, and suitable for continuous duty under the specified environmental conditions.
ELE-003	Provide automatic thermostatic control using an industrial thermostat in an IP65 enclosure with adjustable display of 10 - 30 °C, adjustable hysteresis and a suitably located remote temperature sensor. Automatic start and stop Interlock the ventilation system with all compressors through volt-free contacts so that any compressor starts initiates ventilation regardless of room temperature. The control logic shall prevent the fan to start until associated motorized dampers are proven open.
ELE-004	Provide a dedicated ventilation control panel with Auto/Manual/Off selection and fan-run, fault, high-temperature and phase-failure indication. Provide an adjustable high-temperature alarm and a volt-free contact for future Building management system (BMS) integration; lockable IP65 local fan isolators; short-circuit, overload, single-phasing and phase-loss protection using suitably rated MPCBs/protective devices. Use DOL starting up to 5.5 kW and star-delta or soft starting above 5.5 kW, unless the approved design requires VSD control. Prefer 24 V AC/DC control circuits.

3. Site Dimensions and Environmental

Site	Length (m)	Width (m)	Height (m)	Volume (m³)	Existing Ventilation
S01	5.5	4.6	3.1	78.43	NO
S02	11.4	7.3	5.9	491	NO
S03	7.4	5.7	3.8	160.28	NO
S04	5.1	5.1	5.8	150.858	NO
S05	5.9	4.4	3	77.88	NO
S06 A S06 B	6 7.5	5.8 3.4	3.1 4.5	107.88 113.22	NO NO
S07	16	8.1	6	777.6	NO
S08	9.7	5.1	2.8	138.516	NO
S09	11.6	7.3	6	508.08	NO
S10	6	4	3.6	86.4	NO

Site	Compressor Brand/Make	OEM Air-end outlet discharge temperature °C	Dry-bulb ambient temperature °C min environmental conditions
S01	Comp-Air 6000 series	85 – 95	35
S02	Comp-Air 6000 series	85 – 95	35
S03	Gardener and Denver	70- 105	35
S04	Fluid Air RS90 Detroit G2BD 90Kw	80 – 95 60 - 90	35
S05	Comp-Air 75 Kw	70 - 85	35
S06 A **S06 B**	Detroit G2BD-150VSD Fluid Air RS90	75 – 95 80 - 95	35
S07	Comp-Air 6000 series Detroit G2BD-150VSD	85 – 95 75 - 95	35
S08	Detroit G2BD 90Kw	60 - 90	35
S09	Detroit G2BD 55Kw Jagur ZLS 100	80 – 100 85 - 95	35
S10	Sullair 5500 Atlas GA55C	80- 95 80 - 95	35

Item	Activities	Qty/ Sizes
	CAPITAL PARK	
Compressor 1 S06A	Paint the walls and the floor inside the compressor house, L=4.8m x W =4.3m H=4.8m	
	Supply and install oak wood double door with frame, door locks, and 6 hinges w=2.1m x h=3m	1
	Replace damaged window glasses. H X W x t = +/-450mm x 300mm x 4mm	3
	Vanish the double doors	2
	Design, Supply and install galvanized steel covers • W=670mm x L=1.5m • W=910mmx L=920mm	2
	Enclose the area between compressor and transformer house, with 0.8mm IBR Chromadek sheets. l=5m x h=4.5m add C-Channel and brackets for support.	22.5m2
	Design, Supply and install 3mm translucent sheets for illumination.	3
	Design and build a bund wall of 255mm high with FBX (Face brick) bricks all around the shed/workshop. The construction of the bund wall must be in accordance with SAN10400, and the builder must be registered with National Home Builder Registration Council (NHBRC).	Exclude the entrance length.
	Design, Supply and install new roof sheets, +/- w=8m x l=5	40m2
	Supply and install a double leaf steel door, w=2m x h=3.1	1
	Close the floor hole by filling it with concrete, 2.5m x 300mm	1
	Paint the exterior floor.	

Compressor 2 S06B	Replace the roof sheets. L=7.5m x W=3.7m	27.75m2
	Repaint the walls and the floor. L=7.5m x W=3.7m x H=4.5m	124.875m3
	Design, supply and install 150mm x 150mm hot dip galvanized gutter L=7.4m.	1
	Design, supply and install square 125m x 125mm hot dip galvanized downpipes, H=4.5m	2
	Paint the door with existing or similar color paint, size, H=4m x W=3.5m	1
	Construct, cast a hump at the entrance of the door, 300mm wide x h=150mm	1
SPRINGS		
S03	Paint the floor with the existing or similar color paint, , L=7.4m x W=5.	37m3
	Repaint the walls, L=7.4m x W=5.7X H=3.8m	160.284m3
	Supply and install oak wood double door with frame, door locks, 6 hinges w=3.05m x h=2.41m x t=45mm	1
	Replace damaged window glasses. H X W x t = +/-450mm x 300mm x 4mm	3
	Supply single door with door lock, H=2.1m x W =0.94m x T =45mm	1
GERMISTON WAGONS		
SO1	Paint the interior floor with the existing or similar color paint, L=8m x W=4.6	36.8m2
	Paint the exterior walls with existing or similar color paint=8m x W=5.1 H=3.8	139.84m3
	Repair minor cracks and repaint the interior walls L=8m x W=5.1X H=3.8m	139.84m3
	Design, supply and install square hot dip galvanized downpipes, H=3.8m	1
	Design, supply and install 150mm x 150mm hot dip galvanized gutters L=7.4m,	1

	Design, structurally support and remove the dividing wall between main compressor room and the unused oil storeroom of width 1.8 m	1
	Design, supply and install gutter box 400mm x 400mm x 400mm	1
SENTRARAND WAGONS		
S02	Replace 20 damaged and cracked window glasses	0.49 x 0.3
	Replace window handles.	4
	Paint the floor plan using the existing colours.	11.4 x 7.3 x 5.9m
	Replace whirlybird roof top cover	±1 x 1 m
	Replace 4 grits/insect screens	±1 x 0.7 m
	Remove and replace 2 damaged louvers	±1 x 0.7 m
SENTRARAND ELD		
S07	Scrub and paint gutters	16m Long x 6m High
	Replace 4 downpipe shoe.	4
	Replace damaged and cracked window glass	0.49 x 0.3
	Paint the floor plan using the existing colours.	16 x 8.1 x 6m
	Replace 8 grits/Insect screens	±1 x 0.7 m
	Repaint the 8 louvers	±1 x 0.7 m
2279 SOUTH DUNES DEPARTURE YARD		
S08	Repair/replace damaged roof sheets, ensure roof is sealed for leak prevention. 9.7 x 5.1	49.47m^2
	Remove and replace ceiling. Scrub and replace wall paint. 9.7 x 5.1 x 2.8 m	138.516m3
	Supply and install Meranti double wooden door and frame 2 x 1.7m	1
	Replace damaged louvers = 1 x 0.6m	5

	Replace damaged and cracked window glass 2 x 0.9m	4
ERMELO WAGONS		
S04	Replace damaged louvers 0.9 x 0.6	4
	Replace damaged louvers 1.6 x 1.1	2
INSEZI LOCOMOTIVES		
SO9	Replace damaged louvers 1.1 x 0.7	8

4. Tender submission and compliance

- Completed clause-by-clause compliance schedule stating Comply, Deviate or Not Applicable, with page-specific evidence references.

- Priced schedule completed without altering quantities or deleting mandatory lines. Qualifications shall be stated explicitly and not embedded in rates.

5. Standards and workmanship

Use the latest applicable editions of the Occupational Health & Safety Act No.85 of 1993 and Regulations, SANS 10142-1, SANS 10400, SANS/ISO 5801 or AMCA 210 for fan performance, ISO 16890 for filters, and recognized duct construction standards. Equivalent standards may be offered with a cross-reference demonstrating equal or better performance.

- ISO 18623-1:2026 (Air compressors and compressed air systems — Safety): Covers safety requirements regarding the design, installation, and operation of compressors, directly impacting ventilation layout to prevent hazardous conditions.
- EN ISO 2151 / ISO 3744: Noise test codes for compressors and vacuum pumps. Louvers and acoustic attenuators for the ventilation system must be designed to contain noise based on these baseline ratings.
- ISO 8573-1: Specifies purity classes for compressed air (particles, water, oil). The ventilation intake layout must ensure ambient pollutants do not compromise these target compressed air purity requirements
- SANS 204 (Energy Efficiency in Buildings): Regulates the power allowances and design performance of mechanical ventilation systems and HVAC components.

- EN 16798-17: Governs the guidelines for the structural infrastructure, energy consumption, and regular efficiency inspections of commercial and industrial building ventilation systems.
- EN 13180: Ventilation for buildings – Ductwork. Specifies dimensions and mechanical requirements for ductwork utilized in the compressor heat extraction loops.
- EN 12599: Ventilation for buildings – Test procedures and measuring methods for handing over installed ventilation and air conditioning systems. This is the primary execution standard for Testing & Commissioning (T&C)
- SANS 10147: air-conditioning systems, approval testing, breathing apparatus, CFC, chlorofluorocarbons, construction, definitions, designations, emergency measures, equipment housing facilities, hazards, inspection, installation, instructions for use, maintenance, marking, mines, Montreal protocol, physical properties of materials, pressure vessels, refrigerants, refrigerating systems, refrigeration, respirators, safety measures, selection, service pressure, test pressure, training

6. Technical Documentation Requirements

This section outlines the mandatory documentation requirements for the Transnet Engineering Corridors Depots Compressor Ventilation Project. The Contractor shall submit comprehensive and professionally prepared documentation throughout the various phases of the project lifecycle to ensure statutory compliance, engineering integrity, quality assurance, and operational readiness.

Failure to provide any of the specified documentation may result in disqualification during the tender evaluation stage or delays during project execution and commissioning.

6.1. Mandatory Documentation Required at Tender Stage

The Service Provider shall submit the following compliance, technical, and capability documentation as part of the tender submission.

6.1.1. Company and Legal Registration

Electrical Contractor Registration

- Valid Electrical Contractor Registration Certificate issued by the Department of Employment and Labour (DoEL).

6.1.2. Personnel Qualifications and Professional Registrations

Wireman's License

- Certified copy of the accredited Installation Electrician certification and official registration details.

Accredited Personnel Identification

- Certified copy of the registered Installation Electrician's Identity Document.

ECSA Professional Registration

- Certified copies of Engineering Council of South Africa (ECSA) registration certificates for the proposed Mechanical and Structural Engineers or Engineering Technologists registered as either:
    - Professional Engineer (Pr Eng); or
    - Professional Engineering Technologist (Pr Tech Eng).

Health and Safety Officer

- Valid SACPCMP registration certificate for the appointed Health and Safety Officer.

HVAC Installation Technician

- Valid registration with SARACCA Certified Certificate, Category B - Installation, commissioning, servicing, and repair of refrigeration and air-conditioning systems. Common category for qualified HVAC installers and technicians.

6.1.3. Technical Literature

Product Brochures

- Original manufacturer brochures, catalogues, datasheets, and technical literature detailing the proposed compressor ventilation system and associated equipment.

6.2. Documentation Required Prior to Commencement of Work

The following safety, engineering, and design documentation shall be submitted to and approved by the Transnet Engineering Project Manager before any fabrication, installation, or site work commences.

6.2.1. Engineering Designs and Calculations

Design Package

The Contractor shall submit a comprehensive design package containing:

- Detailed mechanical design calculations.
- Structural design calculations.
- Electrical design calculations.
- Material specifications and selections.
- Mechanical drawings.
- Structural drawings.
- Electrical drawings.
- Fabrication and installation drawings.

Professional Sign-Off

All designs, calculations, specifications, and drawings shall be reviewed and signed by the Contractor's ECSA-registered Professional Engineer or Professional Engineering Technologist.

Note: Review and acceptance by the Project Manager shall not relieve the Service Provider of any professional, legal, or engineering responsibility for the adequacy, safety, or correctness of the design.

6.2.2. Simulation Deliverables

Prior to fabrication, the Service Provider shall submit a formal engineering sign-off package to the Transnet Engineering Project Manager containing the following:

Analytical Calculations

Manual and/or software-based calculations validating:

- Structural integrity.
- Load distribution.
- Force calculations.
- Torque calculations.
- Ventilation system performance.
- System stability under operating conditions.

Approved Manufacturing Drawings

Complete fabrication drawings bearing the ECSA Professional Engineer (Pr Eng) or Professional Engineering Technologist (Pr Tech Eng) registration stamp and signature, clearly specifying:

- Non-Destructive Testing (NDT) requirements.
- Surface treatment requirements, where applicable.

Quality Assurance (QA) Package Template

A proposed QA package outlines:

- Weld Procedure Specifications (WPS).
- Procedure Qualification Records (PQR).
- Inspection and Test Plans (ITPs).
- NDT inspection requirements and schedules.

6.2.3. Statutory Compliance and Professional Credentials

Engineering Certifications

- Valid ECSA registration certificates for the appointed Mechanical and Structural Engineers or Engineering Technologists.

Electrical Certifications

- Valid Installation Electrician Wireman's Licence.
- Valid Electrical Contractor Registration Certificate.

HVAC Certifications

- HVAC Installation Technician with a valid registration with SARACCA Certified Certificate, **Category B** - Installation, commissioning, servicing, and repair of refrigeration and air-conditioning systems. Common category for qualified HVAC installers and technicians.

6.2.4. Health, Safety and Environmental (HSE) Requirements

Safety File

A comprehensive project Safety, Health and Environmental (SHE) File shall be submitted and approved prior to commencement of work. The file shall include, but not be limited to:

- Baseline Risk Assessments.
- Task-Specific Risk Assessments.

- Detailed Method Statements.
- Site Emergency Response Plans.
- Applicable Permits-to-Work.
- Legal Appointments.
- Medical Fitness Certificates.
- Competency and Training Records.
- Environmental Management Requirements.

6.3. Documentation Required at Commissioning Stage

The Service Provider shall compile and submit a comprehensive Commissioning and Handover Documentation Package.
All engineering documentation, calculations, reports, certificates, and drawings shall be signed off by the relevant ECSA-registered Professional Engineers or Professional Engineering Technologists.

The complete documentation package shall be submitted in:

- Four (4) hard-copy sets; and
- One (1) electronic copy containing all files in searchable PDF format.

6.3.1. Operations and Maintenance Handover Package

Physical and Digital Deliverables

- Four (4) complete sets of hard-copy manuals.
- Electronic copies of all documents and manuals in PDF format.

Technical Documentation Suite

Engineering Drawings

- Final approved electrical schematics.
- Mechanical drawings.
- Structural drawings.
- Control system drawings.
- Approved as-built drawings.

Operating Manuals

- Complete operating procedures.
- User guides.
- Functional descriptions.

Maintenance Manuals

- Routine maintenance procedures.
- Repair procedures.
- Recommended maintenance practices.

Preventative Maintenance Plans

- Step-by-step preventative maintenance procedures.
- Service schedules.
- Inspection checklists.
- Lubrication schedules where applicable.

Troubleshooting Guides

- Fault-finding procedures.
- System diagnostic guides.
- Alarm descriptions and corrective actions.

Electrical Schematics

- Complete wiring diagrams.
- Circuit diagrams.
- Control schematics.
- Terminal schedules.

6.3.2. Inventory Control Documentation

Bill of Materials (BOM)

- Comprehensive project Bill of Materials.

Spare Parts Inventory

- Critical spare parts list.
- Consumables list.
- Manufacturer reference numbers.

Maintenance Information

- Maintenance schedules.
- Recommended service intervals.
- Troubleshooting references.

6.3.3. Software, Automation and System Backups

PLC and Control System Documentation

- Complete hard-copy printout and electronic backup of PLC program logic.
- Control philosophy documentation.

System Parameters

- Printed and electronic record of all PLC and system parameters.

Software Documentation

- Software installation and configuration manuals.
- User administration procedures.

Access Credentials

- Administrative passwords.
- User access credentials.
- Security settings documentation.

Digital Backups

- PLC source code backup.
- HMI backup files.
- Full operating computer image backup.

Installation Media

- Original software installation files.
- Licensed application software.
- Recovery media and backup files.

6.3.4. Engineering Designs and Calculations

Mechanical Design Documentation

- Mechanical calculations.
- Fabrication drawings.
- Structural calculations.

Electrical Design Documentation

- Electrical calculations.

- Electrical schematics.
- Cable schedules.
- Distribution layouts.

Structural Design Documentation

- Approved structural calculations.
- Structural design drawings.
- Structural verification reports.

As-Built Drawings

Final signed and approved as-built drawings including:

- Mechanical drawings.
- Structural drawings.
- Electrical drawings.
- Control system drawings.

All drawings shall be signed by the ECSA-registered Professional Engineer or Professional Engineering Technologist responsible.

6.3.5. Final Electrical Compliance, Certifications and Personnel Qualifications

Certificate of Compliance (CoC)

- Official Electrical Installation Certificate of Compliance (CoC).

Statutory Verifications

The following certified documents shall be submitted:

ECSA Registration

- Certified copies of ECSA registration certificates for the project's Mechanical and Structural Engineers or Engineering Technologists.

Electrical Contractor Compliance

- Valid Department of Employment and Labour Electrical Contractor Registration Certificate.
- Installation Electrician Certification
- Valid Installation Electrician Wireman's Licence and registration documentation.

HVAC Installation Technician

- Valid registration with SARACCA Certified Certificate, Category B - Installation, commissioning, servicing, and repair of refrigeration and air-conditioning systems. Common category for qualified HVAC installers and technicians.

6.3.6. Testing, Quality Assurance and Engineering Close-Out

The final project close-out package shall include:

Engineering Sign-Off Certificates

- Final sign-off certificates from the project's Mechanical and Structural Engineers or Engineering Technologists.

Structural Quality Reports

- Structural verification reports.
- Structural test reports demonstrating compliance with design requirements.

As-Built Records

- Final as-built drawings signed by the responsible ECSA-registered Professional Engineer or Professional Engineering Technologist.

Snag List Close-Out

- Signed snag list and defect rectification report confirming closure of all outstanding items.

Bill of Materials and Spare Parts List

- Final Bill of Materials (BOM).
- Recommended spare parts inventory.

Material Data Sheets

- Material Data Sheets (MDS) for all structural and critical components.

Non-Destructive Testing (NDT) Reports

- Complete NDT inspection reports and associated certificates.

Document Control Requirement

All documentation submitted throughout the project lifecycle shall be properly controlled, numbered, dated, revision-tracked, and approved by authorized personnel prior to submission to Transnet Engineering.

7. Abbreviations and explanations.

The abbreviations below apply throughout this specification. Where an abbreviation conflicts with a defined statutory or standard term, the applicable legislation or referenced standard takes precedence.

Abbreviation	Full term	Explanation
AC	Alternating Current	Electrical supply in which current periodically reverses direction.
AMCA	Air Movement and Control Association International	Industry body whose standards and certified ratings are used for fan and air-system performance.
BSC	Bid Specification Committee	Committee responsible for reviewing and approving the tender specification package.
CFM	Cubic Feet per Minute	Imperial volumetric airflow unit used in the inherited compressor data. 1 CFM is approximately 0.000472 m^3/s.
COC	Certificate of Compliance	Formal certificate confirming that the electrical installation complies with applicable legal and SANS requirements.
DoEL	Department of Employment and Labour	South African authority responsible for registration and regulatory oversight of installation electricians.
ECSA	Engineering Council of South Africa	Statutory body that registers professional engineering practitioners in South Africa.
G4	Coarse Air-filter Classification	Legacy coarse-filter class used to describe inlet pre-filters; the offered filter shall also be stated using the applicable ISO 16890 classification.

HVAC	Heating, Ventilation and Air Conditioning	Engineering discipline covering indoor environmental control and ventilation systems.
IFC	Issued for Construction	Final reviewed and approved design information authorised for manufacture and site installation.
ISO	International Organization for Standardization	International standards body, including standards referenced for filter classification.
kW	Kilowatt	Unit of power used for compressor motor rating and calculated heat load.
m^3/s	Cubic Metres per Second	SI unit of volumetric airflow used for ventilation design and acceptance testing.
OEM	Original Equipment Manufacturer	Manufacturer of the compressor or other equipment whose published limits and requirements shall be observed.
OHS	Occupational Health and Safety	Legal and management requirements governing workplace health and safety.
PDF	Portable Document Format	Non-editable electronic format required for controlled handover copies.
PLC	Programmable Logic Controller	Industrial controller used for automated system logic, interlocks and monitoring where applicable.
Pr Eng	Professional Engineer	ECSA professional registration category for a qualified engineer.
Pr Tech Eng	Professional Engineering Technologist	ECSA professional registration category for a qualified engineering technologist.
SANS	South African National Standard	National standard issued or adopted by the South African Bureau of Standards.
SHE	Safety, Health and Environmental	Project management requirements and file covering safety, occupational health and environmental controls.
SOP	Standard Operating Procedure	Approved step-by-step instruction for safe operation or maintenance.

USB	Universal Serial Bus	Portable electronic storage/interface format used for document handover.
VSD	Variable Speed Drive	Electronic controller that varies an AC motor's speed and torque by changing supply frequency and voltage.
BMS	Building Management System	Supervisory system that may receive the ventilation high-temperature alarm through a volt-free contact.
DOL	Direct-On-Line	Motor-starting method permitted for fan motors up to the specified power threshold.
IE3	Premium Efficiency Class	Motor-efficiency class defined by the applicable IEC efficiency classification.
IP	Ingress Protection	Enclosure protection rating against access, solid objects and water.
MPCB	Motor Protection Circuit Breaker	Protective device providing motor short-circuit and overload protection.
TEFC	Totally Enclosed Fan Cooled	Motor construction that limits external air circulation through the motor enclosure.

Code	**Description**
GEN	General
MEC	Mechanical
STR	Structural
ENV	Environmental
ELE	Electrical
BLD	Building / Civil Building Works
HSE	Health, Safety & Environment
COM	Commissioning
TRN	Training
WAR	Warranty
MNT	Maintenance
DOC	Documentation / Document Control
GEN	General
MEC	Mechanical

STR	Structural
ENV	Environmental
ELE	Electrical
BLD	Building / Civil Building Works
GUN	Guarantee

8. Traceability matrix

Requirement to specification to evaluation to evidence to price to contract deliverable

Requirement	Spec Clause	Evaluation	Tender Evidence	Price Item	Contract Deliverable
GEN-001	1 and 2	C1	Signed site-survey and baseline undertaking	DES SUP INS	Approved baseline report
GEN-002	2	C1	Clause compliance schedule	INS	Approved method and permits
STR-001	2 and 6.1.2	M2	ECSA structural registration	DES STR	Signed structural design
MEC-001	2 and 6.1.2	M1	ECSA mechanical registration	DES	Signed ventilation design
MEC-002 to MEC-009	2	C1 and S3	Compliance schedule and post-award calculations	DES SUP INS	Approved design and records
ENV-001	2	C1	Equipment data and compliance schedule	SUP INS	Commissioning record
BLD-001	2 and 3	C1 and S3	Programme and compliance schedule	STR INS	Structural completion record
ELE-001 to ELE-004	2 and 6	M3 and C1	DoEL evidence and clause compliance schedule	ELE	COC drawings and test results

Requirement	Spec Clause	Evaluation	Tender Evidence	Price Item	Contract Deliverable
HSE-001	2 and 6.1.2	M4	SACPCMP registration	INS	Approved safety file
HVAC installer	6.1.2	M5	SARACCA Category B certificate	INS	Installer records
DOC-001	2 and 6.2 to 6.3	M6	Signed documentation undertaking	DOC	Complete handover dossier
COM-001 to COM-003	2	C1	Draft ITP and test methodology	TST COM	Witnessed 8-hour test and acceptance
TRN-001	2	M7	Training plan and signed undertaking	TRN	Attendance assessments certificates
WAR-001	2	M8	Signed 24-month warranty undertaking	WAR	Warranty response and service records
MNT-001	2	C1	Maintenance plan and separate price	MNT	Quarterly service reports

PART 4: SITE INFORMATION

DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

1. General description

The works are distributed across five distinct operational zones within the Gauteng province. The exact coordinates and access points are detailed below.

1.1. Germiston Wagons

- **Street Address** : Stanley and Knights Street, Germiston, Gauteng
- **GPS Coordinates** : -26.208545, 28.176838
- **Site Type** : Heavy Freight Wagon Maintenance Depot
- **Specific Constraints** : High-density urban traffic area; coordination required with local municipal road authorities for heavy vehicle staging on Stanley Street.



1.2. Sentrarand Wagons

- **Street Address** : 1 Du Randt Road, Sentrarand, Gauteng
- **GPS Coordinates** : -26.081308, 28.487417
- **Site Type** : Primary Marshalling Yard & Wagon Repair Workshop
- **Specific Constraints** : Located inside a high-security marshalling yard; all personnel require strict rail-safety induction and track-walk permits.



1.3. Sentrarand Locomotive

- **Street Address** : 1 Du Randt Road, Sentrarand, Gauteng
- **GPS Coordinates** : -26.084231, 28.472690
- **Site Type** : Mainline Diesel and Electric Locomotive Sheds
- **Specific Constraints** : Shared access road (Du Randt Road) with the Wagon depot; high-voltage overhead track equipment (OHTE) active 24/7; strict isolation protocols apply.



1.4. Springs Locomotive

- **Street Address** : 1 Plantation Road, Geduld, Springs, 1559, Gauteng
- **GPS Coordinates** : -26.251790, 28.432803
- **Site Type** : Regional Locomotive Servicing & Inspection Hub
- **Specific Constraints** : Proximity to commercial and residential zones in Geduld; strict noise-pollution restrictions apply between 22:00 and 06:00.



1.5. Capital Park Wagons

- **Street Address** : Capital Park, Steve Biko Street, Pretoria, Gauteng
- **GPS Coordinates** : -25.722018, 28.199027
- **Site Type** : Historical & Active Freight Wagon Depot
- **Specific Constraints** : High-traffic arterial road access via Steve Biko Street; potential heritage building restrictions on older depot structures.



1.6. Locomotives Pyramid South

- **Street Address** : R101 Lavender Road, Old Warmbaths Road, Pretoria, Gauteng
- **GPS Coordinates** : -25.610530, 28.223770
- **Site Type** : Northern Corridor Intermodal Freight Hub & Locomotive Depot
- **Specific Constraints** : Interface required with active rail terminal expansion projects. Strict coordination required with the Pretoria North Regional Yard Master for heavy equipment staging off the R101.



1.7. Wagons Ermerlo

- **Street Address** : Off Amersfoort Road, Transnet Engineering Depot, Ermelo, Mpumalanga
- **GPS Coordinates** : -26.541334, 29.988235
- **Site Type** : Primary Heavy-Haul Coal Line Feeder Hub
- **Specific Constraints** : High-volume traffic zone on the export backbone. Continuous 24/7 rolling stock turnarounds require zero-downtime hot-swaps of compressor systems during installation.



1.8. Locomotives Ermelo

- **Street Address** : Off Amersfoort Road, Transnet Engineering Depot, Ermelo, Mpumalanga
- **GPS Coordinates** : -26.541334, 29.981920
- **Site Type** : Primary Heavy-Haul Coal Line Feeder Hub
- **Specific Constraints** : High-volume traffic zone on the export backbone. Continuous 24/7 rolling stock turnarounds require zero-downtime hot-swaps of compressor systems during installation.



1.9. Locomotives Insezi

- **Street Address** : Off R102, Main Road, Insezi Locomotive Depot, Richards Bay, KwaZulu-Natal.
- **GPS Coordinates** : -28.718810, 31.979250
- **Site Type** : Primary Port-Link Locomotive Servicing Yard (North Corridor Export)
- **Specific Constraints** : Coastal environmental parameters apply.



1.10. Wagons 2279

- **Street Address** : Lot 222, Umhlathuze No. 14477, Duine Road, South Dunes Area, Richards Bay, KwaZulu-Natal.
- **GPS Coordinates** : -28.792367, 32.085839
- **Site Type** : Specialized Port Cargo & Export Wagon Maintenance
- **Specific Constraints** : Coastal environmental parameters apply.



2. Working Hours

- Normal working hours: **07:00 to 17:00, Monday to Friday**.

3. 3.2 Access to the Sites

- The Contractor must coordinate gate access with the respective Transnet Engineering representative at least **48 hours in advance**.
- All delivery vehicles must comply with axle-load limits specified for Du Randt Road and Plantation Road.

4. Health and Safety (SHEQ) Requirements

- **Zero Tolerance** **:** All works must align strictly with the Occupational Health and Safety Act (Act 85 of 1993) and Transnet/PRASA internal railway safety standards.
- **PPE** **:** Full orange high-visibility rail-spec clothing, steel-toe boots, hard hats, and safety glasses are mandatory at all times.
- **Permit to Work (PTW) :** No physical work may begin without a signed daily PTW from the Track Inspector or Depot Manager, especially near active lines at Sentrarand and Springs.