TRANSNET RAIL INFRASTRUCTURE MANAGER

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

TESTING, REPAIR AND COMMISSIONING OF THABAZIMBI 20MVA TRANSFORMER SUBSTATION (132/25KV AC) AT KOEDOESPOORT DEPOT IN THE EASTERN REGION

RFQ NUMBER	**: TFR/2026/08/0008/114645/RFP**
ISSUE DATE	**: 05 NOVEMBER 2026**
COMPULSORY TENDER CLARIFICATION MEETING	**: 12 NOVEMBER 2026**
CLOSING DATE	**: 19 NOVEMBER 2026**
CLOSING TIME	**: 10h00am**
TENDER VALIDITY PERIOD	**: 11 FEBRUARY 2027**

Note to the bidders:

Bidders 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 Bidder can upload 30mb per upload and multiple uploads are permitted.

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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	Testing, Repair and Commissioning of Thabazimbi 20MVA Transformer Substation (132/25kv AC) at Koedoespoort Depot in the Eastern Region ***(works)***
TENDER DOWNLOADING	**This Tender may be downloaded directly from the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.** This RFQ may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFP and Annexures: • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. Once the tender has been in the list, click on the 'Tender documents" tab and process to download all uploaded documents
COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted Pyramid South, Petronella Substation 25°31'54.00"S, 28°14'58.76"E on 12 November 2026 at **10:30 am** for a period of {± 1hour}. For commercial enquiries: Michael Ramusandiwa by email to: Michael.Ramusandiwa@transnet.net [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will 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: • 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 driver's licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-1.** 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 T2.2-1 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	**10:00 am on 19 November 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://transnetetenders.azurewebsites.net);

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

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

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

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…… and Unique registration reference number……(Tender Data)

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

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 Guarantee
	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:	Regional Procurement Manager
	Name:	Yvonne Scannell

Address:	Nzasm Building, Room 222, Corner of Paul Kruger and Minnaar street, Pretoria
Tel No.	012 842 2059
E – mail	Yvonne.scannell@transnet.net

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

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

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 **4EP** 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 **4 EP**
4. 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
5. 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.

Stage Two - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 80 points.

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

C.2.7	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 T2.2-1 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: TFR/2026/08/0008/114645/RFP The Tender Description: Testing, Repair and Commissioning of Thabazimbi 20MVA Transformer Substation (132/25kv AC) at Koedoespoort Depot in the Eastern Region. 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: **10h00am** on the **19 November 2026** Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.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 CRS Number in order to confirm the correct and required designated grading

4. Proof of registration on the Central Supplier Database;

5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **80**

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:

Functionality criteria	**Sub-criteria points**
T2.2-2: Relevant Experience Transformer Workshop Projects	25
T2.2-3: Major Workshop Required Resources	25
T2.2-4: Workshop Personnel	25
T2.2-5: Methodology/Approach	25
Maximum possible score for Functionality	**100**

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

- T2.2-2 Relevant Experience Transformer Workshop Projects
- T2.2-3 Major Workshop Required Resources
- T2.2-4 Workshop Personnel
- T2.2.5 Methodology/Approach

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 and 100 The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively.

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.

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

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

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

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

Selected Specific Goal	**Number of points allocated (80/20)**
B-BBEE Level of contributor – Level 1 or 2	10
Entities that are at least 30% Black women Owned	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	**Acceptable Evidence**
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities that are at least 30% Black women Owned	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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.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 opinion 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 eligibility purposes:

T2.2.1 Eligibility with regards to attendance at the compulsory clarification meeting:

- (Certificate of Attendance at Tender Clarification and Site Meeting (fully completed and signed by Transnet Official)

2.1.2 These schedules will be utilised for evaluation purposes:

T2.2-2 **Evaluation Schedule:** Relevant Experience Transformer Workshop Projects

T2.2-3 **Evaluation Schedule:** Major Workshop Required Resources

T2.2-4 **Evaluation Schedule:** Workshop Personnel

T2.2.5 **Evaluation Schedule:** Methodology/ Approach

2.1.3 Returnable Schedules:

General:

T2.2-6 Works Program

T2.2-7 Project Quality Management and Assurance

T2.2-8 Health and Safety Questionnaire

T2.2-9 Health and Safety Cost Breakdown

T2.2-10 Authority to submit Tender

T2.2-11 Record of addenda to Tender Documents

T2.2-12 Risk Elements

T2.2-13 Schedule of proposed Subcontractors

T2.2-14 Site Establishment requirements

Agreement and Commitment by Tenderer:

T2.2-15 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-16 Non-Disclosure Agreement

T2.2-17 RFP Declaration Form

T2.2-18 RFP – Breach of Law

T2.2-19 Certificate of Acquaintance with Tender Document

T2.2-20 Service's Provider Integrity Pact

T2.2-21 Supplier Code of Conduct

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1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-22 POPI Act form

T2.2-23 Insurance provided by the Contractor

T2.2-24 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

T2.2-25 Transnet Vendor Registration Form

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

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

2.4 C1.3 Forms of Securities

2.5 C2.2 Bill of Quantities

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T2.1-1: 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 .....

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T2.2-2: Relevant Experience Transformer Workshop Projects

Note to tenderers:

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

- Transformer "Workshop" projects (25kV AC Traction Transformer Repairs) successfully completed with signed reference letters and/or signed completion certificates, indicating the scope of works. Reference Letters and/or Completion Certificates must be on the previous client's letterhead.

Client	Client contact details	Project Description	Year of project completion	Contract Value

NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate The entity's experience with respect to specific aspects of the project /comparable projects. submitted by the Tenderer

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The scoring of the entity's experience with respect to specific aspects of the project /comparable projects will be as follows:

	Relevant Experience Transformer Workshop Projects
Score 0	Completed Transformer "Workshop" projects (25kV AC Traction Transformer Repairs) – 1 or lesser completed Units
Score 20	Completed Transformer "Workshop" projects (25kV AC Traction Transformer Repairs) – 2 completed Units
Score 40	Completed Transformer "Workshop" projects (25kV AC Traction Transformer Repairs) – 3 completed Units
Score 60	Completed Transformer "Workshop" projects (25kV AC Traction Transformer Repairs) – 4 completed Units
Score 80	Completed Transformer "Workshop" projects (25kV AC Traction Transformer Repairs) – 5 completed Units
Score 100	Completed Transformer "Workshop" projects (25kV AC Traction Transformer Repairs) - Greater or Equal to 6 completed Units

NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring

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Signed ..... Date .....

Name ..... Position .....

Tenderer .....

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T2.2-3: Major Workshop Required Resource

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

The tenderer shall ensure the following resources but not limited to are available: 1. Winding Machine - Vertical or Horizontal Arrangement Coiling 2. Pressing Machine 3. Vacuum / Oven Plant 4. HV Testing Equipment (Impulse Test Generator) and 5. 40 Ton Crane / Inclusive of Turn Table (with proof of purchase/equipment lease agreement or certificates). All 5 major workshop Resources available. In a case where the bidder outsources the Workshop services, proof of the relationship or agreement should be provided as well with proof of purchase/equipment lease agreement or certificates

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

Total Score 25 points	Evaluation Criteria
Score 0	Major Workshop Required Resources: No indication of available Major Workshop Resources / No proof of Workshop relationship or agreement with the bidder
Score 20	Major Workshop Required Resources: Winding Machine - Vertical or Horizontal Arrangement Coiling, Pressing Machine, Vacuum / Oven Plant, HV Testing Equipment (Impulse Test Generator) and 40 Ton Crane / Inclusive of Turn Table. At least 1 major workshop Resources available
Score 40	Major Workshop Required Resources: Winding Machine - Vertical or Horizontal Arrangement Coiling, Pressing Machine, Vacuum / Oven Plant, HV Testing Equipment (Impulse Test Generator) and 40 Ton Crane / Inclusive of Turn Table. At least 2 major workshop Resources available

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Score 60	Major Workshop Required Resources: Winding Machine - Vertical or Horizontal Arrangement Coiling, Pressing Machine, Vacuum / Oven Plant, HV Testing Equipment (Impulse Test Generator) and 40 Ton Crane / Inclusive of Turn Table. At least 3 major workshop Resources available
Score 80	Major Workshop Required Resources: Winding Machine - Vertical or Horizontal Arrangement Coiling, Pressing Machine, Vacuum / Oven Plant, HV Testing Equipment (Impulse Test Generator) and 40 Ton Crane / Inclusive of Turn Table. At least 4 major workshop Resources available
Score 100	Major Workshop Required Resources: Winding Machine - Vertical or Horizontal Arrangement Coiling, Pressing Machine, Vacuum / Oven Plant, HV Testing Equipment (Impulse Test Generator) and 40 Ton Crane / Inclusive of Turn Table. All 5 major workshop Resources available
	NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring

Signed ..... Date .....

Name ..... Position .....

Tenderer

.....

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T2.2-4 Evaluation Schedule: Workshop Personnel

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

i. The tenderer shall provide the following qualified personnel with relevant experience for successful execution of workshop works (CV's & Qualifications to be attached): 1. Boiler Maker 2. Winder 3. Design Engineer 4. Pressing Machine Operator 5. Protection Testing Engineer.

In a case where the bidder outsources the Workshop services, proof of the relationship or agreement should be provided with the above personnel as well with their CVs and qualifications

ii. Comprehensive CV's should be attached to this schedule:

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

Personal particulars

a. Name
b. Place (s) of tertiary education and dates associated therewith
c. Professional awards

Iii Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)

Name of current employer and position in enterprise

Overview of post graduate experience (year, organization and position)

Outline of recent assignments / experience that has a bearing on the Scope of Work

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1			
2			
3			
4			
5			
6			

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate Qualifications and experience of the key staff submitted by the Tenderer

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The scoring of Qualifications and experience of the key staff will be as follows:

Score 25	**Evaluation Criteria**
Score 0	0 Workshop Personnel Available / No proof of Workshop relationship or agreement with the bidder.
Score 20	1 Workshop Personnel Available
Score 40	2 Workshop Personnel Available.
Score 60	3 Workshop Personnel Available
Score 80	4 Workshop Personnel Available
Score 100	All 5 Workshop Personnel Available

NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

TRANSNET CONFIDENTIAL INFORMATION

T2.2-5: Methodology/ Approach

Note to tenderers:

The tenderer to issue a Method Statement to effectively execute the scope of works in line with Engineering Standards and Regulatory Requirements

- Gantt chart with a detailed execution plan and timelines
- Relevant Equipment and Resources
- Environmental Considerations
- Security Considerations
- Safety Considerations
- Method statement

Score 25	**Evaluation Criteria**
Score 0	The Methodology/Approach is specifically tailored to address 1 out of 6 of the major project objectives /No information submitted
Score 20	The Methodology/Approach is specifically tailored to address 2 out of 6 of the major project objectives.
Score 40	The Methodology/Approach is specifically tailored to address 3 out of 6 of the major project objectives
Score 60	The Methodology/Approach is specifically tailored to address 4 out of 6 of the major project objectives.
Score 80	The Methodology/Approach is specifically tailored to address 5 out of 6 of the major project objectives
Score 100	The Methodology/Approach is specifically tailored to address all 6 out of 6 of the major project objectives.

TRANSNET CONFIDENTIAL INFORMATION

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

TRANSNET CONFIDENTIAL INFORMATION

T2.2-6: Works Program

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the *Work* as detailed in the *Works* Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

The tenderer shall provide the proposed *Work* program/Ghant chart showing but not limited to the following:

- Ability to execute the *Work* 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 *Work* Program 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 *Work* Program 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.

Index of documentation attached to this schedule:
.....
.....
.....
.....
.....
...

TRANSNET CONFIDENTIAL INFORMATION

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

TRANSNET CONFIDENTIAL INFORMATION

T2.2-7: Project Quality Management and Assurance

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Standard Operating Procedure – Construction Environmental Management, 009-TCC-CLO-SUS-11386 and Contractor Environmental and sustainability Specification Guidelines, TRN-IMS-GRP-GDL-014.4

The tenderer shall as a minimum submit the following:

Quality Plan

Reference Standard – 009-TCC-CLO-SUS-11386 Standard Operating Procedure – Construction Environmental Management - TRN-IMS-GRP-GDL-014.4 Contractor Environmental and sustainability Specification Guidelines.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Service's s Information and should include but not be limited to:

1. ISO 9001 Certification.
2. Project Specific Control Plan. The QCP must contain clearly defined holding points across all the construction/installation activities
3. Equipment Type Test Certificates.
4. Equipment catalogues.

Attached submissions to this schedule:
.....
.....
.....
.....
.....
.....
.....
.....
.....

TRANSNET CONFIDENTIAL INFORMATION

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

TRANSNET CONFIDENTIAL INFORMATION

T2.2-8: Health and Safety Questionnaire

1. SAFE WORK PERFORMANCE			
1A. Injury Experience / Historical Performance - Alberta			
Use the previous three years injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted Work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of Service's er manhours			

1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician
2 – Restricted Work Day Case	Any occupational injury or illness that prevents a Worker from performing any of his/her craft jurisdiction duties
3 – Lost Time injury Cases	Any occupational injury that prevents the Service's er from performing any Work for at least one day
4 – Total Recordable Frequency	Total number of Medical Treatment, Restricted work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours

1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:	Industry Classification:		
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)	☐ Yes ☐ No		

2. CITATIONS	
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? ☐ Yes ☐ No If yes, provide details:
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?

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	☐ Yes ☐ No If yes, provide details:

3.	**CERTIFICATE OF RECOGNITION**
	Does your company have a Certificate of Recognition? ☐ Yes ☐ No If Yes, what is the Certificate No. _____ Issue Date _____

4. SAFETY PROGRAMME

Do you have a written safety Programme manual? ☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? ☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety Programme contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	☐	☐	EQUIPMENT MAINTENANCE	☐	☐
INCIDENT NOTIFICATION POLICY	☐	☐	EMERGENCY RESPONSE	☐	☐
RECORDKEEPING & STATISTICS	☐	☐	HAZARD ASSESSMENT	☐	☐
REFERENCE TO LEGISLATION	☐	☐	SAFE WORK PRACTICES	☐	☐
GENERAL RULES & REGULATIONS	☐	☐	SAFE WORK PROCEDURES	☐	☐
PROGRESSIVE DISCIPLINE POLICY	☐	☐	SERVICE'S PLACE INSPECTIONS	☐	☐
RESPONSIBILITIES	☐	☐	INVESTIGATION PROCESS	☐	☐
PPE STANDARDS	☐	☐	TRAINING POLICY & PROGRAMME	☐	☐
ENVIRONMENTAL STANDARDS	☐	☐	COMMUNICATION PROCESSES	☐	☐
MODIFIED WORK PROGRAMME	☐	☐			

5. TRAINING PROGRAMME

5A. Do you have an orientation Programme for new hire employees? ☐ Yes ☐ No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	☐	☐	CONFINED SPACE ENTRY	☐	☐
EMERGENCY REPORTING	☐	☐	TRENCHING & EXCAVATION	☐	☐
INJURY REPORTING	☐	☐	SIGNS & BARRICADES	☐	☐
LEGISLATION	☐	☐	DANGEROUS HOLES & OPENINGS	☐	☐
RIGHT TO REFUSE WORKS	☐	☐	RIGGING & CRANES	☐	☐
PERSONAL PROTECTIVE EQUIPMENT	☐	☐	MOBILE VEHICLES	☐	☐
EMERGENCY PROCEDURES	☐	☐	PREVENTATIVE MAINTENANCE	☐	☐
PROJECT SAFETY COMMITTEE	☐	☐	HAND & POWER TOOLS	☐	☐
HOUSEKEEPING	☐	☐	FIRE PREVENTION & PROTECTION	☐	☐

TRANSNET CONFIDENTIAL INFORMATION

LADDERS & SCAFFOLDS	☐	☐	ELECTRICAL SAFETY	☐	☐
FALL ARREST STANDARDS	☐	☐	COMPRESSED GAS CYLINDERS	☐	☐
AERIAL WORKS PLATFORMS	☐	☐	WEATHER EXTREMES	☐	☐

5B. Do you have a Programme for training newly hired or promoted supervisors? ☐ Yes ☐ No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	☐	☐	SAFETY COMMUNICATION	☐	☐
EMPLOYEE RESPONSIBILITIES	☐	☐	FIRST AID/MEDICAL PROCEDURES	☐	☐
DUE DILIGENCE	☐	☐	NEW SERVICE'S ER TRAINING	☐	☐
SAFETY LEADERSHIP	☐	☐	ENVIRONMENTAL REQUIREMENTS	☐	☐
WORK REFUSALS	☐	☐	HAZARD ASSESSMENT	☐	☐
INSPECTION PROCESSES	☐	☐	PRE-JOB SAFETY INSTRUCTION	☐	☐
EMERGENCY PROCEDURES	☐	☐	DRUG & ALCOHOL POLICY	☐	☐
INCIDENT INVESTIGATION	☐	☐	PROGRESSIVE DISCIPLINARY POLICY	☐	☐
SAFE WORK PROCEDURES	☐	☐	SAFE WORK PRACTICES	☐	☐
SAFETY MEETINGS	☐	☐	NOTIFICATION REQUIREMENTS	☐	☐

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes ☐ No ☐ Weekly ☐ Monthly ☐ Quarterly ☐

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items?

Do you hold site safety meetings for field employees? If Yes, how often?

Yes ☐ No ☐ Daily ☐ Weekly ☐ Biweekly ☐

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes ☐ No ☐ Weekly ☐ Biweekly ☐ Monthly ☐

Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ No

Is the process documented? ☐ Yes ☐ No

Who leads the discussion?

Do you have a hazard assessment process? ☐ Yes ☐ No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Programme?

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	☐ Yes ☐ No
	How does your company measure its H&S success? • Attach separate sheet to explain

7.	**SAFETY STEWARDSHIP**					
7A	Are incident reports and report summaries sent to the following and how often?					
		Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager	☐	☐	☐	☐	☐
	Managing Director	☐	☐	☐	☐	☐
	Safety Director/Manager	☐	☐	☐	☐	☐
	/Chief Executive Officer	☐	☐	☐	☐	☐
7B	How are incident records and summaries kept? How often are they reported internally?					
		Yes	No	Monthly	Quarterly	Annually
	Incidents totaled for the entire company	☐	☐	☐	☐	☐
	Incidents totaled by project	☐	☐	☐	☐	☐
	• Subtotaled by superintendent	☐	☐	☐	☐	☐
	• Subtotaled by foreman	☐	☐	☐	☐	☐
7C	How are the costs of individual incidents kept? How often are they reported internally?					
		Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company	☐	☐	☐	☐	☐
	Costs totaled by project	☐	☐	☐	☐	☐
	• Subtotaled by superintendent	☐	☐	☐	☐	☐
	• Subtotaled by foreman/general foreman	☐	☐	☐	☐	☐
7D	Does your company track non-injury incidents?					
		Yes	No	Monthly	Quarterly	Annually
	Near Miss	☐	☐	☐	☐	☐
	Property Damage	☐	☐	☐	☐	☐
	Fire	☐	☐	☐	☐	☐
	Security	☐	☐	☐	☐	☐
	Environmental	☐	☐	☐	☐	☐

8	**PERSONNEL**		
	List key health and safety officers planned for this project. Attach resume.		
	Name	Position/Title	Designation
	Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
	Name	Address	Telephone Number
	Other responsibilities:		
9	**REFERENCES**		
	List the last three company's your form has Service's ed for that could verify the quality and management commitment to your occupational Health & Safety Programme		
	Name and Company	Address	Phone Number

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T2.2-9 Health and Safety Cost Breakdown

Tenderer (Company)	**Responsible Person**	**Designation**	**Date**
Project/Tender Title	**Project/Tender No.**	**Project Location / Description**	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Service's place Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

Total Health and Safety Estimate (R)	
Total Estimate Value (R)	
H&S Cost as % of Tender value	

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T2.2-10: 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 .....

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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.

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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**

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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

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T2.2-11: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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T2.2-12: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the *Work's* 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

TRANSNET CONFIDENTIAL INFORMATION

T2.2-13: 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.*

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 Service's**	**Amount of Worked**	**Percentage of Work**

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

Name of Proposed Subcontractor	**Address**	**Nature of Service's**	**Amount of Service's ed**	**Percentage of Service's**

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

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Name of Proposed Subcontractor	**Address**	**Nature of Service's**	**Amount of Worked**	**Percentage of Work**

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

Name of Proposed Subcontractor	**Address**	**Nature of Service's**	**Amount of Worked**	**Percentage of Work**

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

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T2.2-14: Site Establishment requirements

Tenderers to indicate their Site Information establishment requirements:

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T2.2-15: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

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

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

• **Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**
• **Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

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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 ----------

SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMESERVICE'S ACT, 2000.

---

1. GENERAL CONDITIONS

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

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

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 The 80/20 preference point system will be applicable to this tender.

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1.4 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution.

(c) Any other specific goal determined in Transnet preferential procurement policy.

	POINTS
PRICE	**80**
SPECIFIC GOALS **Refer to clause 3.2 below**	**20**
Total points for Price and Specific goals must not exceed	**100**

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

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

1.7 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 Service's ss, Service's s 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 Service's ss in accordance with specification as set out in the bid documents;

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(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"** means:

1) B-BBBEE status level certificate issued by an unauthorised body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small EEnterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

(l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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

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

3.2

Selected Specific Goal	**Number of points allocated (20)**
B-BBEE Level of contributor – Level 1 or 2	10
Entities that are at least 30% Black women Owned	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities that are at least 30% Black women Owned	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
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	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

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responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: . = …(based on point distribution per Table 3.2)

6.2

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 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	

v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

	Designated Group: An EME or QSE which is at last 51% owned by:	**EME √**	**QSE √**
	Black people		
	Black people who are youth		
	Black people who are women		
	Black people with disabilities		
	Black people living in rural or underdeveloped areas or townships		
	Cooperative owned by black people		
	Black people who are military veterans		
	OR		
	Any EME		
	Any QSE		

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8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:……

8.2 VAT registration number:……

8.3 Company registration number:……

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

……
……

8.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service's s provider
- ☐ Other Service's s 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-BBEE status level of contribution indicated in paragraph 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES 1. ……	…… . SIGNATURE(S) OF BIDDERS(S)

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 interest1 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

[1] 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.

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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 consortium2 will not be construed as collusive bidding.

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

[2] 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.

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

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T2.2-16 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

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 [**RFP**], 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

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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 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 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 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 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.

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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 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.

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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	.....		

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T2.2-17: 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.

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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 T2.2-24"Service's s 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.

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T2.2-18: 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

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T2.2-19 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 Service's ss 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 Service's ss 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

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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 Service's ss 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

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T2.2-20 Service's 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

The Contractor (hereinafter referred to as the "Tenderer/Service's s 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's s Providers/Contractors.

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

1 OBJECTIVES

1.1 Transnet and the Tenderer/Service's s 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 Service's s, goods and Service's ss; and

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b) Enable Tenderers/Service's s Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service's s 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's s Providers/Contractors participating in the tendering process in a fair manner.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE'S S PROVIDER

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

a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or Service's ss. Such favours will be considered to constitute corruption.

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3.2 The Tenderer/Service's s 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's s Provider/Contractor commits to the following:

a) The Tenderer/Service's s 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's s 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.

3.3 The Tenderer/Service's s 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's s Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Tenderer/Service's s Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service's s 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.

3.5 The Tenderer/Service's s 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's s 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.

3.6 A Tenderer/Service's s 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's s 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.

3.7 The Tenderer/Service's s 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's s Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service's s 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.

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

3.10 The Tenderer/Service's s 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 Service's against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

a) has been requested to submit a Tender in response to this Tender invitation;
b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
c) provides the same Goods and Service's ss as the Tenderer and/or is in the same line of business as the Tenderer.

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4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;
b) geographical area where Goods or Service's ss will be rendered [market allocation];
c) methods, factors or formulas used to calculate prices;
d) the intention or decision to submit or not to submit, a Tender;
e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Service's ss to which his/her tender relates.

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

47 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

5.1 If the Tenderer/Service's s 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's s Provider/Contractor into question, Transnet may reject the Tenderer's / Service's s Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service's s Provider/Contractor from its database, if already registered.

5.2 If the Tenderer/Service's s 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's s 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

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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's s 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.

5.3 If the Tenderer/Service's s 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.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

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

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

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

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

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

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c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

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

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

7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer/Service's s 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's s Provider's/Contractor's database or any tendering process.

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

8 SANCTIONS FOR VIOLATIONS

8.1 9Transnet shall also take all or any one of the following actions, wherever required to:

a) Immediately exclude the Tenderer/Service's s Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service's s

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Provider/Contractor. However, the proceedings with the other Tenderer/ Service's s Provider/Contractor may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service's s 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's s 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's s Provider/Contractor; and
f) Exclude the Tenderer/ Service's s Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

a) Private gain or advancement; or
b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

9.3 If a Tenderer/Service's s 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's s 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.

9.4 The Tenderer/Service's s 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's s Provider/Contractor.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service's s Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service's s 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:

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a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds;
b) **Perjury:** where a Tenderer / Service's s Provider / Contractor make a false statement either in giving evidence or on an affidavit;
c) **Scurrilous allegations:** where a Tenderer / Service's s 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's s Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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

11.5 Should a Tenderer/Service's s Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service's s 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 ……..

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T2.2-21: Supplier Code of Conduct

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining Service's ss. 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.

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- 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.

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- Suppliers must be evaluated and approved before any materials, components, products or Service's ss 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.

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- ***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

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T2.2.22 PROTECTION OF PERSONAL INFORMATION (For normal contract)

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):

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

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

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

5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be

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shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

YES		**NO**	

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.

13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

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T2.2-23: 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)			

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T2.2-24-: 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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TRANSNET CONFIDENTIAL INFORMATION

T2.2-25 SUPPLIER DECLARATION FORM

VENDOR REGISTRATION

1.	**Proof of Banking Details**	Stamped/Certified by the Bank, Dated and Less than 3 months old	
		Confirmation of Bank Letter must contains the Name and Signature of Bank Official.	
		If online verification is possible (e.g. FNB) – printout of online verification	
2.	**TAX Certificate and VAT Registration**	Current SARS TAX Compliance Status Verification PIN document (obtainable from SARS eFiling) (TAX Status Must Be "Compliant/Active" when verified with SARS)	
		Copy of "SARS VAT 103" form / SARS confirmation for proof of VAT registration	
		If No VAT; Affidavit or Solemn Declaration on VAT Registration Status to be submitted	
3.	**Proof of registration**	**Company registered before 1 May 2011:** CM1 – Incorporation of a Company **Company registered after 1 May 2011:** CoR 14.3 – Company Registration Certificate	
4.	**Proof of Ownership / Management**	**Company registered before 1 May 2011** • CM29 – Contents of Register of Directors, Auditors and Officers **Company registered after 1 May 2011** • CoR 15.1 Memorandum of Incorporation -MOI • CoR 39 – Contents of Register of Directors, Auditors and Officers Clear certified copy of Identity Document/s of Directors. If company has >5 directors, only 5 IDs are required	
5.	**BBBEE**	**EME (Turnover below R10m)**	
		• EME Affidavit signed by EME • NO certificates by SANAS accredited BBBEE verification agency accepted • NO accountant letters are accepted	
		QSE (Turnover between R10m and R50m)	
		IF >51% black owned • QSE Affidavit signed by QSE or Certificate by SANAS accredited verification agency • NO accountant letters are accepted	
		IF < 51% black owned, certificate by SANAS accredited BBBEE verification agency	
		Large enterprise (Turnover above R50m)	
		• Certificate by SANAS accredited BBBEE verification agency	
		Non-compliant (No certificate / In process of certification / Level 9 certificate) • Confirmation that supplier is not BBBEE compliant. An email is sufficient.	
6.	**Proof of CSD registration**	MAAA number	

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ANNEXURE A: SUPPLIER DECLARATION FORM

Important Notice: all organisations, institutions and individuals who wish to provide goods and/or Service's ss to organs of the
State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at https://secure.csd.gov.za/ **before applying to Transnet**.

CSD Number (MAAA xxxxxxx):	

Company Trading Name	
Company Registered Name	
Company Registration No Or ID No If a Sole Proprietor	
Company Income Tax Number	

Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name? (If **YES** state the previous details below)	Yes		No	

Trading Name	
Registered Name	
Company Registration No Or ID No If a Sole Proprietor	

Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status (*please attach relevant supporting document for VAT*)	VAT Registered		Not VAT Registered
VAT Registration Number			
If **Exempted from VAT registration,** state reason and submit proof from SARS in confirming the exemption status			

If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I).
Your "Non VAT Registration Status" must be renewed and confirmed annually.

Company Banking Details

Account Holder Name			
Bank Account Number		Universal Branch Code	
Company Physical Address			
		Code	
Company Postal Address			
		Code	
Telephone Number		FAX Number	

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E-Mail Address	
Company Website Address	

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Company Contact Person									
Designation									
Telephone Number									
Main Product / Service's s Supplied e.g. Stationery / Consulting /Labour etc.									
Is your company a Labour Broker?	YES		NO						
How many personnel does the business employ? (*please state number*)	Full Time		Part Time						
Please Note: Should your business employ **more than 2 full time employees** who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.									
Most Recent Financial Year's Annual Turnover	<R10 Million **EME**		>R10 Million <R50 Million **QSE**		>R50 Million **Large Enterprise**				
Does your company have a valid Proof of B-BBEE Status?			YES		NO				
Please indicate your Broad Based BEE status (Level 1 to 9)	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
Majority Race of Ownership *(please selected correct Majority Ownership for your company)*		Black				White			
BBBEE Score	% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership				
% Black Youth Ownership		% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			

Please Note: Please provide proof of B-BBEE status as per Appendix III and IV:

- Large Enterprise and QSEs with less than 51% Black Ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix III and IV respectively;
- Black Disabled person(s) Ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required

EMPOWERING SUPPLIER	**YES**	◯	**NO**	◯
FIRST TIME SUPPLIER	**YES**	◯	**NO**	◯
SUPPLIER DEVELOPMENT PLAN	**YES**	◯	**NO**	◯
DEVELOPMENT PLAN DOCUMENT	If Yes - Attach supporting documents			
ENTERPRISE DEVELOPMENT BENEFICIARY	**YES**	◯	**NO**	◯
SUPPLIER DEVELOPMENT BENEFICIARY	**YES**	◯	**NO**	◯
GRADUATION FROM ED TO SD BENEFICIARY	**YES**	◯	**NO**	◯
ENTERPRISE DEVELOPMENT RECIPIENT	**YES**	◯	**NO**	◯

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct

Name and Surname		Designation	
Signature		Date	

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Affidavit or Solemn Declaration

I,_____solemnly swear/declare that; _____ is not a registered **VAT vendor** and is not required to register as a VAT vendor because the combinedvalue of taxable supplies made by the provider in any 12 month period **has not exceeded or is notexpected to exceed R1 million threshold**, as required in terms of the Value Added Tax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at_____on this the _____ day of _____20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

_____

Commissioner of Oaths (Signature & Stamp)

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Appendix II

Example of an Affidavit or Solemn Declaration as to number of employees

Affidavit or Solemn Declaration

I,_____solemnly swear/declare

that; _____

employs **Three or more full time employees**, which employees are engaged in the business of rendering the Service's ss of the organisation and are not connected persons as defined in the IncomeTax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at_____on this the _____ day of

_____20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

_____

Commissioner of Oaths (Signature & Stamp)

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Appendix III

SWORN AFFIDAVIT: B-BBEE for EXEMPTED MICRO ENTERPRISE

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:
3.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –) Who are citizens of the Republic of South Africa by birth or descent; or) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or i. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

4. I hereby declare under Oath that:

- The Enterprise is_____% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 asAmended by Act No 46 of 2013;
- The Enterprise is_____% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The enterprise is_____**%Black youth owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

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- **The enterprise is_____% black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003as Amended by Act No 46 of 2013;

- **The enterprise is_____% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise is_____% by military veterans** as per Amended Code Series 100of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- Based on the management accounts and other information available for the _____financial year, **the income did not exceed R10, 000,000.00 (ten million rand**).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	**Level One** (135% B-BBEE procurement recognition)	
More than 51% blackowned	**Level Two** (125% B-BBEE procurement recognition)	
Less than 51% blackowned	**Level Four** (100% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oathand consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

Deponent Signature ……

Date ……..

Commissioner of Oaths

……
Name & Surname

Signature & Stamp

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APPENDIX IV

SWORN AFFIDAVIT: B-BBEE for QUALIFYING SMALL ENTERPRISE (Generic)

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on itsbehalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Proprietor etc.)	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –) Who are citizens of the Republic of South Africa by birth or descent; or) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or i. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

- The Enterprise is_____% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 asAmended by Act No 46 of 2013,
- The Enterprise is_____% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The enterprise is_____**% Black Youth owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

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- **The enterprise is_____% black disabled owned;** as per Amended Code Series 100 ofthe Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- **The enterprise is_____% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1)of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- **The enterprise is_____% by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on thelatest financial year-end of_____, the annual **Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),**

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath andconsider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

Deponent Signature ……

Date ……..

Commissioner of Oaths

…….. **Name and Surname**

C1.1: Form of Offer & Acceptance Offer

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

Testing, Repair and Commissioning of Thabazimbi 20MVA Transformer Substation (132/25kv AC) at Koedoespoort Depot in the Eastern Region

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		
Name & signature of witness	*(Insert name and address of organisation)*	Date	

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

	For the tenderer:	**For the Employer**
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	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	**B: Priced contract with bill of quantities**
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	**X2: Changes in the law** **X7: Delay damages** **X13: Performance bond** **X16: Retention** **X18: Limitation of liability** **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 Rail Infrastructure Manager** **Koedoespoort Depot**
10.1	The *Project Manager* is: (Name)	**Tebogo Enele**
	Address	**Koedoespoort Depot**
	Tel	
	e-mail	**Tebogo.Enele@transnet.net**
10.1	The *Supervisor* is: (Name)	**Oageng Pholo**
	Address	**Koedoespoort Depot**
	Tel No.	
	e-mail	**Oageng.Pholo@transnet.net**
11.2(13)	The *works* are	Testing, Repair and Commissioning of Thabazimbi 20mva transformer substation (132/25kv ac) at Koedoespoort Depot in the eastern region
11.2(14)	The following matters will be included in the Risk Register	1. Operational Activities interfering with the works
11.2(15)	The *boundaries of the site* are	**As stated in Part C4.1." Description of the Site and its 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	**2 weeks**
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	**28 February 2027**
11.2(9)	The *key dates* and the *conditions* to be met are:	***Condition* to be met *key date***
30.1	The *access dates* are	**Part of the Site Date**
31.2	The *starting date* is 01 November 2026	
31.1	The *Contractor* is to submit a first programme for acceptance within	**2 weeks of the Contract Date.**
32.2	The *Contractor* submits revised programmes at intervals no longer than	**2 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** **and these measurements: Not applicable**
	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:	**All boundaries of the Site**
	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	**None**
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 10 000 000.** **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**
9	**Termination**	**There is no additional Contract Data required for this section of the *conditions of contract*.**
10	**Data for main Option clause**	
B	**Priced contract with Bill of Quantities**	**No additional data is required for this Option.**
60.6	The *method of measurement* is	**The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.**
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 late Completion of the whole of the *works* are:	**R1 000,00 per day**
X13	**Performance bond**	
X16.1	The amount of the performance bond is	**5 % of the total of the price**
X16	**Retention**	
X16.1	The retention free amount is	**Nil**
X18	**Limitation of liability**	

X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to:	**Nil**
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	**Additional clause relating to Performance Bonds and/or Guarantees (if applicable)**	
Z1.1		**i. 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.***

Z2 Additional clauses relating to Joint Venture

Z2.1 **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:**
  - **ii. of their joint and several liabilities to the *Employer* to Provide the Works;**
  - **iii. 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; **iv. Identification of the roles and responsibilities of the constituents to provide the Works.** • **Financial requirements for the Joint Venture:** **v. 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;** **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**
Z2.2		**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.***
Z3	**Additional obligations in respect of Termination**	•

Z3.1		**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)**
Z3.2	**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"**
Z3.3		**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**
Z4	**Right Reserved by the *Employer* to Conduct Vetting through SSA**	**1.**
Z4.1		**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:** **2. 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.**

		3. 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. **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.**
Z5	**Additional Clause Relating to Collusion in the Construction Industry**	
Z5.1		**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.**
Z6	**Protection of Personal Information Act**	
Z6.1		**The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The *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			
B	**Priced contract with bill of quantities**	**Data for the Shorter Schedule of Cost Components**		
41 in SSCC	The percentage for people overheads is:	**%**		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	**%** (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**	**Hourly rate**	
62 in SSCC	The percentage for design overheads is	**%**		

63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd
C/o Transnet Freight Rail
Transnet Rail Infrastructure Manager
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No TRIM/2026/08/0008/114645/RFP

With reference to the above numbered contract made or to be made between

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned .....

on behalf of the Guarantor .....

of physical address .....

.....

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.

2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

   - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or

   - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.

5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

   (say) _____

   R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201_

Signature(s)		
Name(s) (printed)		
Position in Guarantor company		
Signature of Witness(s)		
Name(s) (printed)		

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: NEC ECC Main Option B (Priced Contract with a Bill of Quantities)	5
C2.2	The *bill of quantities*	2

C2.1 Pricing instructions: NEC ECC Main Option B (Priced Contract with a Bill of Quantities)

1. The *conditions of contract*

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

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (28) The Price for Work Done to Date is the total of • the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and • a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed. Completed work is work without Defects which would either delay or be covered by immediately following work. (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m^2	square metre
m^2-pass	square metre pass
m^3	cubic metre
m^3-km	cubic metre-kilometre
MN	meganewton

MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum[1]	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

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

2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

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

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

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

C2.2 The *bill of quantities*

TEST, REPAIR, DELIVER AND INSTALL 132/25KV AC 20MVA TRACTION TRANSFORMER BILL OF QUANTITIES					
Item	**Work Description**	**Unit**	**Qty**	**Rate**	**Price**
A	**Thabazimbi 20MVA 132/25kV AC Traction Transformer**				
1.	Transportation of a low-bed truck without Traction transformer load to site	km	250		
2.	Dismantle, Pack, Lift and Load Traction Transformer for transportation	sum	1		
3.	Transportation of a low-bed truck loaded with a Traction transformer	km	250		
4.	Daily rate for crane hire (dismantling, packing, lifting, loading of Traction Transformer)	day	1		
B	**Petronella 20MVA 132/25kV AC Traction Transformer**				
5.	Transportation of a low-bed truck without Traction transformer load to site	km	200		
6.	Dismantle, Pack, Lift and Load Traction Transformer for transportation	sum	1		
7.	Transportation of a low-bed truck loaded with a Traction transformer	km	200		
8.	Daily rate for crane hire (dismantling, packing, lifting, loading of Traction Transformer)	day	1		
9.	Disassemble the Traction transformer and perform mechanical and electrical diagnostics. Provide a report of the repairs that need to be done	sum	1		
10.	Conduct complete transformer repairs and refurbishment based on the diagnostic tests done and report provided	sum	1		
11.	Design, supply and install new 132kV HV transformer bushings	each	2		
12.	Design, supply and install new 25kV LV transformer bushings	each	2		

13.	Supply and Fill transformer (incl. conservator tank) with regenerated, PCB-free, mineral insulating oil in accordance with SANS555	litre	16 630		
14.	Conduct all routine electrical Factory Acceptance Tests (FATs) according to SANS60076	sum	1		
15.	Transportation of a low-bed truck loaded with a Traction transformer	km	200		
16.	Daily rate for crane hire (dismantling, packing, lifting, loading of Traction Transformer)	day	1		
17.	Off-load, Place in position, Assemble and Install Traction Transformer on site in accordance with BBG2415. **NOTE**: The contractor shall provide all the necessary control cables and connect them to the control panel.	sum	1		
18.	Transportation of a low-bed truck without Traction transformer from site	km	250		
19.	Fill the transformer with insulating oil under vacuum	litres	16 630		
20.	Circulate the transformer insulating oil (16 630 litres)	cycle	1		
21.	Sample and test the transformer insulating oil for Dissolved Gas Analysis (DGA), Moisture Content, Acidity, Dielectric Strength and Furanic Compound at an accredited Laboratory. **NOTE**: The sample must be taken after oil circulation	unit	1		
22.	Perform all necessary Site Acceptance Tests (SATs) in accordance with SANS60076, SANS780, CEE0111	sum	1		
23.	Security (Only for duration of installation)	day	5		
C	Preliminaries and Generals	sum	1		
TOTAL (EXCL. VAT)				**R**	
VAT (15%)				**R**	
GRAND TOTAL (INCL. VAT)				**R**	

C3: Works Information

1. Description of the works

- The contractor shall be responsible for the delivery, assembling, Test,Repair and commission 20MVA Traction transformer (132/25kV AC) under the control of the Depot engineer,Koedoespoort.in accordance with Transnet Rail Infrastructure Manager Specification BBG2415.
- The successful tenderer shall be responsible for carrying out on-site tests and commissioning of the traction transformer supplied and installed in terms of this specification and the contractual agreement.

2. Drawings

Drawing number	Revision	Title
• SANS 1091		National color standard.
• SANS 763		Hot dip galvanized zinc coating.
• SANS 121		Hot Dip Galvanized Coating for Fabricated iron or Steel Article.
• SANS 0555. 2007		Unused and reclaimed mineral insulating oil for transformer and switchgear.
• SANS 8528		Reciprocating internal combustion engine driven alternating current generating set.
• SANS 10064. 2005		Code of Practice for the preparation of steel surfaces for coating
• BSS 171. 1987		Power Transformers.
• SANS 10142		Wiring Code.
• SANS 60137		Insulated bushings for alternating voltages above 1 000 V.

3. Specifications

Specifications	Revision	Title
CEE-TBD-0007		Earthing arrangement for traction substations.
CEE. 0229.95		Dry-out and Regeneration of insulating oil and reclaiming and de-sludging of transformers.
CEE.0045.2002/1		Painting of steel Components of Electrical equipment.
CEE.0224.2002		Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract.
BBG2415		25kV AC Single phase 20MVA Transformer
CEE-TBD-0007		Earthing arrangement for traction substations.

Specifications	Revision	Title

4. Constraints on how the *Contractor* Provides the Works

4.1. The *Contractor* shall not make use of any *Sub-Contractor* to perform the works or parts thereof without prior permission from the Project Manager.

4.2. The *Contractor* shall ensure that a safety representative is at site at all times.

4.3. Adopted from time to time and instructed by the *Project Manager* . Such compliance shall be entirely at his own cost and shall be deemed to have been allowed for in the rates and prices in the contract.

4.3 The *Contractor* shall, in particular, comply with the following Acts and Transnet Specifications:-

4.3.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

4.3.2 The Occupational Health and Safety Act (Act 85 of 1993).

4.3.3 The explosive Act No. 26 of 1956 (as amended). The *Contractor* shall, when applicable, furnish the *Project Manager* with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.

4.3.4 The *Contractor* shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the *Project Manager*.

4.3.5 The *Contractor* shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of

the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.

4.4 The *Contractor*'s Health and Safety Programme shall be subject to agreement by the *Project Manager*, who may, in consultation with the *Contractor,* order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.

4.5 In addition to compliance with clause 1.4 hereof, the *Contractor* shall report all incidents in writing to the *Project Manager*. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.

4.6 The *Contractor* shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment's..

4.7 The *Contractor* shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed *Project Manager* must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the *Project Manager* in writing.

4.8 The *Contractor* shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the *Contractor* regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the *Contractor.*

4.9 Both books mentioned above shall be the property of Transnet Rail Infrastructure Manager and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.

4.10 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.

4.11 The *Contractor* will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Rail Infrastructure Manager for function, performance, and reliability, including purchased products from 3rd part suppliers/Manufacturers.

4.12 The *Contractor* shall prove to Transnet Rail Infrastructure Manager that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet Rail Infrastructure Manager specifications.

4.13 The *Contractor* will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.

4.14 The *Contractor* shall ensure that equipment to be supplied is suitable installation for coastal areas. All porcelain equipment should be coated with insulation coating before commissioning.

4.15 Transnet Rail Infrastructure Manager reserves the right to award the contract based on delivery period due to the urgency of this substation.

4.16 Transnet Rail Infrastructure Manager reserves the right to award the contract in portions pertaining different work execution specialisation.

5. Requirements for the programme

5.1 Programme of work : To be submitted by successful Contractor

5.2 Format : Bar chart

5.3 Information : How work is going to be executed and commissioned

5.4 Site diary : Successful Contractor to supply in triplicates carbon copies

5.5. Personnel Qualification : Trade Test for Electrician

6 Services and other things provided by the *Employer*

6.1 Transnet Rail Infrastructure Manager shall have an electrician/technical assistant available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.

6.2 Upon successful completion of the works to the satisfaction of Transnet Rail Infrastructure Manager, Transnet Rail Infrastructure Manager shall perform necessary protection tests and commission the equipment.

7 The *Contractor's* Invoices

7.1 When the *Project Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

7.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

7.3 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number

7.4 The invoice contains the supporting detail

7.5 The invoice is presented either by post or by hand delivery.

7.6 Invoices submitted by post are addressed to:

For the attention of:

Project Manager: Tebogo Enele

Infra Electrical Department

08 Transroad

Depot Engineer office

0186

7.7 Invoices submitted by hand are presented to:

Infra Electrical Department

08 Transroad

Depot Engineer office

0186

7.8 The invoice is presented as an original.

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

1. Description of the Site Information and its surroundings

1.1. Soil type-Clay

1.2 Weather Conditions: Lightning strikes, heavy rain, and extreme temperatures can affect equipment performance and worker safety.

1.3 Wildlife and Vegetation: Birds, rodents, and overgrown vegetation can interfere with electrical components, leading to faults and outages. Thabazimbi is inside the game reserve where there are animals

1.4 Chemical Exposure: Insulating oils, SF6 gas, and other chemicals used in substations require careful handling to prevent leaks, spills, and health hazards.

1.5 Seismic Activity: In earthquake-prone areas, substations must be designed with reinforced structures to withstand tremors and prevent catastrophic failures.

1.6 Flooding Risks: Poor drainage systems can lead to water accumulation, which can cause short circuits and equipment malfunctions