

T2.2-14 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

.....
.....

.....
.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

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



disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-15: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

IMPORTANT NOTICE TO TENDERERS

- ♦ Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

- ♦ It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- ♦ An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- ♦ For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- ♦ All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2 -16: REQUEST FOR PROPOSAL - BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this ____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-17 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this ____ day of _____ 20__

SIGNATURE OF TENDERER

T2.2-18 Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

Tenderers/Contractors the same information and will not provide to any Tenderers/Contractors confidential/additional information through

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

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

3 OBLIGATIONS OF THE TENDERER / CONTRACTOR

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

- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

- a) The Tenderer/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

- b) The Tenderer/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights,

Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority **[NPA]** for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

5.2 If the Tenderer/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing

business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
 - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.

- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Tenderer/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Contractor.

10 DISPUTE RESOLUTION

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

- c) **Scurrilous allegations:** where a Tenderer / / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

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

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

Signature

Date

T2.2-19 : Supplier Code of Conduct

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 (“POPIA”)

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 “(POPIA”):
- consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is: [REDACTED] **(Name of Tenderer/Contractor**) hereinafter Operator and the Data subject is “Transnet”. Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

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

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

YES		NO	
------------	--	-----------	--

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this ____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

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

(Operator)

Authorised signatory for and on behalf

who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-21: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service 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 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000			
Insurance in respect of loss of or damage to own property and equipment.			

C1.1 Form of Offer & Acceptance

Offer

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

Provision of Service for oil regeneration, oil purification and oil sampling at various 3Kv DC traction in the Northern Cape Province:

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

- | | |
|---------|--|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data |
| Part C3 | Scope of Work: Service 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 of award.

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**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	A: Priced contract with price list W1: Dispute resolution procedure X2 Changes in the law X18: Limitation of liability Z: Additional conditions of contract
10.1	The <i>Employer</i> is: Address Having elected its Contractual Address for the purposes of this contract as: Tel No.	Transnet SOC Ltd Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000 Transnet Freight Rail Supply Chain Management Rail Engineering Building Room 101 Bloemfontein (051) 408 2206
10.1	The <i>Service Manager</i> is (name): Address Tel e-mail	M. QHOAI Rail Network , Kimberley 0834173933 Mohato.Qhoai@Transnet.net



Transnet Freight Rail

Contract Number: WRAC/KBC/47604

Description of the Service: Provision of Service for oil regeneration, oil purification and oil sampling at various 3Kv DC traction in the Northern Cape Province

11.2(2)	The Affected Property is	Various 3Kv DC traction in the Northern Cape Province
11.2(13)	The <i>service</i> is	Provision of Service for oil regeneration, oil purification and oil sampling at various 3Kv DC traction in the Northern Cape Province
11.2(14)	The following matters will be included in the Risk Register	1. Electrocution 2. Derailment 3. Collision
11.2(15)	The Service Information is in	The Scope of Services
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	28/02 /2025
30.1	The <i>service period</i> is	3 Months
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	No additional data is required for this section of the conditions of contract
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.



Transnet Freight Rail

Contract Number: WRAC/KBC/47604

Description of the Service: Provision of Service for oil regeneration, oil purification and oil sampling at various 3kV DC traction in the Northern Cape Province

8	Risks and insurance	
80.1	These are additional Employers risks	None
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 weeks.

11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Kimberley
	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
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil.
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices.
X18.5	The <i>end of liability date</i> is	1 year after the end of the <i>service period</i>.

Z Additional conditions of contract

Z1 Obligations in respect of Termination

- | | | |
|------|-------------------|--|
| Z1.1 | | <p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23) |
| Z1.2 | Termination Table | <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p> |
| Z1.3 | | <p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p> |

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

- | | | |
|------|--|---|
| Z2.1 | | <p>Transnet 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:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state. |
|------|--|---|



Transnet Freight Rail

Contract Number: WRAC/KBC/47604

Description of the Service: Provision of Service for oil regeneration, oil purification and oil sampling at various 3kV DC traction in the Northern Cape Province

Z3 Additional clause relating to Collusion in the Construction Industry

Z3.1	The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
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Z4 Protection of Personal Information Act

Z4.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
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C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is% %
11.2(14)	The following matters will be included in the Risk Register	.....
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	.....
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....



Transnet Freight Rail

Contract Number: WRAC/KBC/47604

Description of the Service: Provision of Service for oil regeneration, oil purification and oil sampling at various 3kv DC traction in the Northern Cape Province

CV's (and further key person's data including CVs) are in

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	.....
11.2(19)	The tendered total of the Prices is	R.....

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	20

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified 11
and defined
terms 11.2

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. **The Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.**

1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

C2.2 Price List

Below requirement: Oil Regeneration of 2 X 5MVA Transformer, Oil Regeneration of 1 X Auxiliary Transformer, Oil Purification of 1 X Auxiliary Transformer, 36 X 5MVA oil sampling, 36 x 100KVA Auxiliary Transformer and 19 X Step Up Oil Sampling and 7 X Distribution substations, 8 X Step Down Transformer Oil Regeneration, at various 3KV Traction Substations under control of Kimberley North Depot.

N.B P&G includes (labour, travel, food and accommodation e.t.c)

1. OIL REGENERATION OF 4.8MVA MAIN TRANSFORMER AT FOURTEENSTREAMS

KM	Work Description	Qty	Material	Labour	Sub Total (Excl. VAT)
76.073	Drain Transformer and Refill with Existing Oil.	1 Act			
	Re-Gasket Main Tank Radiator Bleed Plugs, Core to Earth Bushings.	1 Act			
	After Sample (Water, KV, Acid, PCB)	1 Act			
	Replace 9kg Enviro Silica Gel, Oil Temp Perspex and Winding Temp Perspex.	1 Act			
	Re-Install Buchholz Sample Valve and Re-Thread it.	1 Act			
	Repair Leak on Tap Charger.	1 Act			
	Clean and Tighten Conservator Tank Gaskets, Conservator Tank Drain Valve, Conservator Tank Pipe Flanges, Main Tank Drain Valve, Main Tank Radiators, LV Bushings and Inspection Covers	1 Act			
	Clean Transformer	1 Act			
	P's & G's	Sum			
1. Total Exclusive of 15 % VAT					

2. OIL REGENERATION OF 4.9MVA MAIN TRANSFORMER AT WEIR

KM	Work Description	Qty	Material	Labour	Sub Total (Excl. VAT)
28.265	Drain Transformer and Refill with Existing Oil.	1 Act			
	Re-Gasket Main Tank Sight Glass (Right Side), Main Tank Radiators.	1 Act			
	After Sample (Water, KV, Acid, PCB)	1 Act			
	Replace 9kg Enviro Silica Gel	1 Act			
	Top-Up Transformer with 740L Regen Oil	1 Act			
	Clean and Tighten Conservator Tank Pipe Flanges, Main Tank Top Plate, Main Tank Drain Valve, Main Tank Temp Indicators, Main Tank Radiator Bleed Plugs, Inspection Covers, HV Bushings, LV Bushings, Sight Glass(Left Side), Valve in Front of Buchholz and B Phase HV	1 Act			
	Clean Transformer	1 Act			
	P's & G's	Sum			
2. Total Exclusive of 15 % VAT					

3. OIL REGENERATION OF 100KVA AUXILIARY TRANSFORMER AT LOHATLHA (SN: 21059)

KM	Work Description	Qty	Material	Labour	Sub Total (Excl. VAT)
248.48	Drain Transformer and Refill with Existing Oil	1 Act			
	Purify Transformer Oil	1 Act			
	Top – Up Transformer Oil with 30L Regen Oil	1 Act			
	Re-Gasket Conservator Tank Sight Glass and LV Bushings	1 Act			
	After Sample (Water, KV, Acid, PCB)	1 Act			
	Replace TX1 Breather Complete with Silica Gel, LV Cone Rubbers and Sight Glass Perspex	1 Act			
	Re-Thread Stopper under Conservator	1 Act			
	Clean and Tighten Main Tank Top Plate, Main Tank Drain Valve, Inspection Covers and HV Bushings	1 Act			
	Clean transformer and re – paint according to specification in clause 8.2 in BBB5019 ver 6	1 Act			
	Supply New Buchholtz relay	1 Act			
	P & G	Sum			
3. Total Exclusive of 15 % VAT					

4. OIL REGENERATION OF 50KVA AUXILIARY REGENERATION AT SLYPKLIP

KM	Work Description	Qty	Material	Labour	Sub Total (Excl. VAT)
31.933	Drain 250L oil and Refill with Existing Oil.	1 Act			
	Re-Gasket Main Tank Buchholz Gaskets and LV Bushings	1 Act			
	Replace TX1 Breather Complete with Silica Gel and LV Cone Rubbers	1 Act			
	Repair Sample Valve.	1 Act			
	Re-Thread Stopper on Top plate	1 Act			
	Clean and Tighten Conservator Tank Gaskets, Main Tank Top Plate, Main Tank Drain Valve and HV Bushings	1 Act			
	Clean transformer and re – paint according to specification in clause 8.2 in BBB5019 ver 6	1 Act			
	Supply New Buchholtz relay	1 Act			
	P & G	Sum			
4. Total Exclusive of 15 % VAT					

5. OIL REGENERATION OF 400KVA STEP DOWN TRANSFORMER AT A SUBSTATION

KM	Work Description	Qty	Material	Labour	Sub Total (Excl. VAT)
4.300	Drain and Flush Transformer	1 Act			
	Refill with 580L Regen (On Exchange)	1 Act			
	After Oil Change Sample (Water, KV, Acid and PCB)	1 Act			
	Re-Gasket Conservator Tank Gasket, Conservator Tank Pipe Flanges, Conservator Tank Sight Glass Plate, Main Tank Buchholz Gaskets, HV Bushings and Buchholz Sight Glass.	1 Act			
	Replace TX1 Breather Complete with Silica Gel, HV Cone Rubbers, Warning Signs- Big	1 Act			
	Re-Tape and Re-Putty Cable Connections	1 Act			
	Clean and Tighten LV Bushings	1 Act			
	Re-Spray Transformer Avo Green and Conservator Tank White as per Specification in Clause 8.2 in BBB5019 ver 6.	1 Act			
	P & G	Sum			
5. Total Exclusive of 15 % VAT					

6. OIL REGENERATION OF 800KVA STEP DOWN TRANSFORMER AT F SUBSTATION (SN: 80/1199)

KM	Work Description	Qty	Material	Labour	Sub Total (Excl. VAT)
1.185	Drain and Flush Transformer	1 Act			
	Re-fill with 830L Regen (On Exchange)	1 Act			
	Pre-DGA sample	1 Act			
	After Oil Change Sample (Water, KV, Acid and PCB)	1 Act			
	Replace TX1 Breather Complete with Silica Gel	1 Act			
	Re-Tape and Re-Putty Cable Connections	1 Act			
	Clean and Tighten Conservator Tank Gaskets, Conservator Tank Drain Valve, Conservator Tank Pipe Flanges, Conservator Tank Sight Glass, Main Tank Drain Valve, Main Tank Buchholz Gaskets, Main Tank Temp Indicators, Inspection Covers, HV Bushings, HV Stopper and Stopper on the Top Plate	1 Act			
	Clean Transformer	1 Act			
	P & G	Sum			
6. Total Exclusive of 15 % VAT					

7. OIL REGENERATION OF 800KVA STEP DOWN TRANSFORMER AT F SUBSTATION (SN: 80/1200)

KM	Work Description	Qty	Material	Labour	Sub Total (Excl. VAT)
1.185	Drain and Flush Transformer	1 Act			
	Re-fill with 830L Regen (On Exchange)	1 Act			
	Pre-DGA sample	1 Act			
	After Oil Change Sample (Water, KV, Acid and PCB)	1 Act			
	Replace TX1 Breather Complete with Silica Gel	1 Act			
	Re-Tape and Re-Putty Cable Connections	1 Act			
	Clean and Tighten Conservator Tank Gaskets, Conservator Tank Drain Valve, Conservator Tank Pipe Flanges, Main Tank Drain Valve, Main Tank Buchholz Gaskets, Main Tank Temp Indicators, Inspection Covers, Tap Changer, HV Box Inspection Covers, Conservator Stopper, Sample Valve on Top of Buchholz, Stopper under HV Box, and Stopper on the Top Plate.	1 Act			
	Clean Transformer	1 Act			
	P & G	Sum			
7. Total Exclusive of 15 % VAT					

8. OIL REGENERATION OF 1250KVA STEP DOWN TRANSFORMER AT G SUBSTATION (SN: 85/99)

KM	Work Description	Qty	Material	Labour	Sub Total (Excl. VAT)
3.210	Drain and Flush Transformer	1 Act			
	Refill with 1260L Regen (On Exchange)	1 Act			
	Pre-DGA Sample	1 Act			
	After Oil Change Sample (Water, KV, Acid and PCB)	1 Act			
	Re-Gasket HV Bushings, LV Bushings	1 Act			
	Replace TX1 Breather Complete with Silica Gel, HV Cone Rubbers, LV Cone Rubbers, Tap Changer O-Ring	1 Act			
	Re-Thread Buchholz Sample Valve	1 Act			
	Repair Oil Leak on Stopper on Top Plate	1 Act			
	Re-Tape and Re-Putty Cable Connections	1 Act			
	Clean and Tighten Main Tank Top Plate, main Tank Drain Valve, Main Tank Temp Indicators.	1 Act			
	Clean Transformer	1 Act			
	P & G	Sum			
8. Total Exclusive of 15 % VAT					

9. OIL REGENERATION OF 1250KVA STEP DOWN TRANSFORMER AT G SUBSTATION (SN: 85/100)

KM	Work Description	Qty	Material	Labour	Sub Total (Excl. VAT)
3.210	Drain and Flush Transformer	1 Act			
	Pre-DGA Sample	1 Act			
	Refill with 1260L Regen (On Exchange)	1 Act			
	After Oil Change Sample (Water, KV, Acid and PCB)	1 Act			
	Re-Gasket HV Bushings, Bleed Plug under Buchholz	1 Act			
	Replace TX1 Breather Complete with Silica Gel, HV Cone Rubbers and LV Cone Rubbers	1 Act			
	Re-Thread Stopper on Top Plate	1 Act			
	Repair Leak on Bleed Plug under Buchholz	1 Act			
	Re-Tape and Re-Putty Cable Connections	1 Act			
	Clean and Tighten Conservator Tank Gaskets, Conservator Tank Drain Valve, Conservator Tank Pipe Flanges and Conservator Tank Sight Glass, Main Tank Drain Valve, Main Tank Buchholz Gaskets, Main Tank Temp Indicators, LV Bushings and Tap Changer	1 Act			
	Clean Transformer	1 Act			
	P & G	Sum			
9. Total Exclusive of 15 % VAT					

10. OIL REGENERATION OF 400KVA STEP DOWN TRANSFORMER AT G SUBSTATION (SN: M-4575/2)

KM	Work Description	Qty	Material	Labour	Sub Total (Excl. VAT)
3.210	Drain and Flush Transformer	1 Act			
	Pre-DGA Sample	1 Act			
	Refill with 580L Regen (On Exchange)	1 Act			
	After Oil Change Sample (Water, KV, Acid and PCB)	1 Act			
	Re-Gasket HV Bushings	1 Act			
	Replace TX1 Breather Complete with Silica Gel, HV Cone Rubbers and Oil Temp Perspex	1 Act			
	Clean and Repair Oil Leak on Buchholz Connection Box	1 Act			
	Re-Tape and Re-Putty Cable Connections	1 Act			
	Clean and Tighten Conservator Tank Gaskets, Conservator Tank Drain Valve, Conservator Tank Pipe Flanges, Main Tank Drain Valve, Main Tank Buchholz Gaskets, Buchholz Sample Valve and LV Bushings	1 Act			
	Clean Transformer	1 Act			
	P & G	Sum			
10. Total Exclusive of 15 % VAT					

11. OIL REGENERATION OF 400KVA STEP DOWN TRANSFORMER AT G SUBSTATION (SN: N-7383/1)

KM	Work Description	Qty	Material	Labour	Sub Total (Excl. VAT)
3.210	Drain and Flush Transformer	1 Act			
	Pre-DGA Sample	1 Act			
	Refill with 580L Regen (On Exchange)	1 Act			
	After Oil Change Sample (Water, KV, Acid and PCB)	1 Act			
	Re-Gasket Conservator Tank gaskets, Conservator Tank Drain Valve, Main Tank Buchholz Gaskets and HV Bushings	1 Act			
	Replace TX1 Breather Complete with Silica Gel and HV Cone Rubbers	1 Act			
	Re-Thread Conservator Tank Drain Valve Stopper	1 Act			
	Re-Tape and Re-Putty Cable Connections	1 Act			
	Clean and Tighten Conservator Tank Pipe Flanges, Main Tank Top Plate, Main Tank Drain Valve, Main Tank Temp Indicators and LV Bushing	1 Act			
	Clean Transformer and Substation	1 Act			
	P & G	Sum			
11. Total Exclusive of 15 % VAT					

12. OIL REGENERATION OF 800KVA STEP DOWN TRANSFORMER AT K SUBSTATION (SN: 75/807)

KM	Work Description	Qty	Material	Labour	Sub Total (Excl. VAT)
1.400	Drain and Flush Transformer	1 Act			
	Pre-DGA Sample	1 Act			
	Refill with 910L Regen (On Exchange)	1 Act			
	After Oil Change Sample (Water, KV, Acid and PCB)	1 Act			
	Replace TX1 Breather Complete with Silica Gel	1 Act			
	Clean and Tighten Conservator Tank Pipe Flanges, Conservator Tank Gaskets, Conservator Tank Drain Valve, Conservator Tank Sight Glass, Main Tank Top Plate, Main Tank Drain Valve, Main Tank Buchholz Gaskets, Main Tank Temp Indicators and Tap Changer	1 Act			
	Clean Transformer and Substation	1 Act			
	P & G	Sum			
12. Total Exclusive of 15 % VAT					

13. Sampling and testing of oil analysis from Beaconsfield – Fourteensreams Traction Substations

KM	Substations	Work Description	Qty	Unit price	Total (Excl. VAT)
2.163	Beaconsfield	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
7.902	Kamfersdam	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
20.629	Macfarlane	Sampling and testing of oil sample for 1 X Main and 3 X Auxiliary transformers	4 Acts		
	P&G's		1 Sum		
31.933	Slypklip	Sampling and testing of oil sample for 1 X Main transformer	1 Act		
	P&G's		1 Sum		
43.247	Windsorton	Sampling and testing of oil sample for 1 X Main and 2 X Auxiliary transformers	3 Acts		
	P&G's		1 Sum		
53.388	Content	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
63.975	Kareeput	Sampling and testing of oil sample for 1 X Main and 2 X Auxiliary transformers	3 Acts		
	P&G's		1 Sum		
76.073	Fourteenstreams	Sampling and testing of oil sample for 2 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
13. Total Exclusive of 15 % VAT					

14. Sampling and testing of oil analysis at 7 locations in Beaconsfield – 11KV Distribution Substations

KM	Substations	Work Description	Qty	Unit price	Total (Excl. VAT)
0.190	D Sub	Sampling and testing of oil sample for 2 X transformers	2 Acts		
	P&G's		1 Sum		
0.650	E Sub	Sampling and testing of oil sample for 2 X transformers	2 Acts		
	P&G's		1 Sum		
1.400	K Sub	Sampling and testing of oil sample for 1 X transformer (SN: T20/021)	1 Act		
	P&G's		1 Sum		
3.425	H Sub	Sampling and testing of oil sample for 2 X transformers	2 Acts		
	P&G's		1 Sum		
14. Total Exclusive of 15 % VAT					

15. Sampling and testing of oil analysis from Fieldsview – Hotazel Traction Substations

KM	Substations	Work Description	Qty	Sub Total (Excl. VAT)	Total (Excl. VAT)
17.400	Fieldsview	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
28.265	Weir	Sampling and testing of oil sample for 1 X Auxiliary transformers	1 Act		
	P&G's		1 Sum		
38.632	Barkly West	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
49.831	Gong - Gong	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
60.956	Borreskop	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
72.737	Ulco	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
83.868	Kneukel	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
95.108	Nooibos	Sampling and testing of oil sample for 1 X Main and 2 X Auxiliary transformers	3 Acts		
	P&G's		1 Sum		
15.1 Sub Total Exclusive of VAT					

15.1 Sub Total brought forward					R
106.338	Koopmansfontein	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
117.659	Plateau	Sampling and testing of oil sample for 1 X Main and 2 X Auxiliary transformers			
	P&G's		1 Sum		
128.888	Ariesfontein	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers			
	P&G's		1 Sum		
140.213	Trewil	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers			
172.919	Groenwater	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
183.658	Blinklip	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
194.258	Tsatsabane	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
15.2 Sub Total Exclusive of VAT					

15.2 Sub Total brought forward					R
206.316	Postmansburg	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
216.692	Beeshoek	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
227.391	Palingpan	Sampling and testing of oil sample for 1 X Main and 2 X Auxiliary transformers	3 Acts		
	P&G's		1 Sum		
238.158	Glosam	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
248.480	Lohatlha	Sampling and testing of oil sample for 1 X Main and 2 X Auxiliary transformers. (Exl SN: 21059)	3 Acts		
	P&G's		1 Sum		
258.443	Mookaneng	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
15.3 Sub Total Exclusive of VAT					

15.3 Sub Total brought forward					R
265.150	New Sishen	Sampling and testing of oil sample for 1 X Main and 2 X Auxiliary transformers	3 Acts		
	P&G's		1 Sum		
280.480	Emil	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
290.622	Wincanton	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
312.763	Mamathwane	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
334.059	Hotazel	Sampling and testing of oil sample for 1 X Main and 1 X Auxiliary transformers	2 Acts		
	P&G's		1 Sum		
15. Sub Total Exclusive of VAT					

Summary of Totals

Subtotal 1	R
Subtotal 2	R
Subtotal 3	R
Subtotal 4	R
Subtotal 5	R
Subtotal 6	R
Subtotal 7	R
Subtotal 8	R
Subtotal 9	R
Subtotal 10	R
Subtotal 11	R
Subtotal 12	R
Subtotal 13	R
Subtotal 14	R
Subtotal 15	R
Total Exclusive of VAT	R
15 % VAT (If applicable)	R
Total	R

PART C3: SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Service Information</i>	5
	Total number of pages	6

C3.1 Service Information

1 Description of the service

1.1 Executive overview

The service that the Contractor is to perform includes Oil Regeneration of 2 X 5MVA Transformer, Oil Regeneration of 1 X Auxiliary Transformer, Oil Purification of 1 X Auxiliary Transformer, 36 X 5MVA oil sampling, 36 x 100KVA Auxiliary Transformer and 19 X Step Up Oil Sampling and 7 X Distribution substations, 8 X Step Down Transformer Oil Regeneration, at various 3KV Traction Substations under control of Kimberley North Depot

SCOPE OF WORK

All work shall be carried out according to **BBB 5019 VER 6, SANS 1 – 4 & ENGINEERING**

INSTRUCTION GI.012 & CEE.0229.95

Details work to be done by the Contractor

5MVA Traction, Up to 1250KVA Step down and 100KVA step up Transformer

1. Drain Transformer and Refill with existing oil and Drain and Flush Transformer.
2. Put Main tank of Transformers under vacuum while oil is removed to prevent any moisture getting inside the main tank as per Engineering instruction GI.012 and CEE.0229.95
3. Vacuum fill transformer when all gasket is completed.
4. Take oil sample after the work is completed, submit the results.
5. Torque main lid according to specifications BBB 5019 VER 6.
6. Clean Transformer and respray according to Transnet Specification.
7. Transformer insulation oil to be regenerated, dehydrated and purified according to Engineering instruction GI.012 and CEE.0229.95.
8. Torque main lid according to TFR Specification.
9. Contractor to supply all necessary plan, material, tools equipment, sampling tins and labels for the execution of work.
10. Contractor must take oil sampling for ALL Traction and Distribution Substations, 36 x Main, 36 x Auxiliary and 15 x step down transformers.

Samples shall be tested for the following,

- Full dissolved gas analysis

- Dielectric strength

- Acidity

- Polychlorinated biphenyl (PCB)

- Furanic

11. Contractor shall have crane truck 8 Ton that is in good condition.

12. Contractor must provide proof of all employees that are properly trained to operate the machine as well as the duties they will perform onsite.

13. Contractor shall provide valid calibration certificate of all machines onsite.

14. Contractor must submit the specification of material brought for the project.

15 Work to be completed as per the attached specifications:

- CEE.229.95
- SANS.555.12018
- SANS.555.22017
- SANS.555.32017

SPECIAL CONDITIONS

1. TFR has the right to limit work before it is allocated to a contractor.
2. The project schedule must be submitted 2 weeks before the work commences.
3. The awarded contract shall have site diary and site instruction book.
4. All material to be used shall be submitted to Technical Officer for approval before any work commences.
5. The site must be clean as per original condition.
6. All work to be done under work permit conditions under the control of an "Electrical Officer" authorised in terms of the Electrical Safety Instruction.
7. TFR representative will be available onsite for the duration of the project.
8. Contractor's safe working procedure with regard to HV testing to be approved by Technical Officer before any work can start.
9. Contractor to submit valid calibration certificates for all instruments to be used for this project and shall be submitted upfront.
10. Work will be carried during working hours and favourable weather conditions.
11. Attached all test sheets for testing purposes.
12. Contractor shall submit all test results sheets before and after commencing/energizing for each substation.
13. All work shall be written in the site diary for payment purposes.
14. The substations km point diagram is attached, and they are taken from Kimberley centre.
15. Oil sampling results must be submitted within 7 days.

2 SERVICE

2.1 Temporary service, Affected Property & constraints on how the Contractor Provides the Service

2.1.1 Affected Property entry and security control, permits, and Affected Property regulations

The *Contractor* complies with the Employer's Affected Property entry and security control, permits and Affected Property regulations.

2.1.2 Restrictions to access on Affected Property, roads, walkways and barricades:

- 2.1.2.1 The *Contractor* is specifically excluded from entering the Employer's Operational Areas which are adjacent to the Affected Property. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

2.1.2.2 The *Contractor* ensures safe passage of his team, to traffic and around the Affected Property working areas at all times which includes providing flagmen.

2.1.2.3 The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Affected Property and Service Areas does not obstruct the operations. To this end, access routes are allocated and coordinated by the *Service Manager*.

2.1.2.4 The *Contractor* ensures that all his Service staff, labour, and Equipment remains within his allocated and fenced off working Area.

2.1.2.5 All *Contractor's* staff and labour working within this contract will comply with Transnet Freight Rail (TFR) operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

2.1.3 People restrictions on Affected Property; hours of work, conduct and records:

The *Contractor* keeps daily records of his people engaged on the Affected Property with access to such daily records available for inspection by the *Service Manager* at all reasonable times.

3 Procurement

6.1 The *Contractor's* Invoices

6.1.1 The invoice states the following:

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

6.1.2 The invoice contains the supporting detail:

A bill format as per the tender document indicating previously paid, paid to date and amount due for the month.

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

PART 4: AFFECTED PROPERTY

Core clause 11.2(2) states

"Affected Property is property which

- Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service
- 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 the Affected Property .

1. Description of the Affected Property and its surroundings

1.1. General description

REFURBISHMENT, OIL REGENERATION, OIL PURIFICATION AND OIL SAMPLING AT VARIOUS 3KV DC TRACTION & 11KV SUBSTATIONS at KIMBERLEY NORTH DEPOT
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1.2. Existing buildings, structures, and plant & machinery on the Affected Property 3KV DC TRACTION & 11KV SUBSTATIONS

1.3. Subsoil information

Service Manager will indicate at induction meeting any special information
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1.4. Hidden services

Service Manager will indicate at induction meeting any special information
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Annexures:

- ♦ SANS 555_12018 (22 Pages)
- ♦ SANS 555_22017 (21 Pages)
- ♦ SANS 555_32017 (36 Pages)
- ♦ CEE 0229_95 (34 Pages)