

## **Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

**FOR THE: SUPPLY AND INSTALLATION OF 88kV AC INDOOR CONTROL PANEL, AT MOOLMAN AND ISWEPE TRACTION SUBSTATIONS (TRANSNET RAIL INFRASTRUCTURE MANAGER BETWEEN VRYHEID AND ERMELO AREAS).**

<b>RFP NUMBER</b>	<b>: HOAC-DNR-49932</b>
<b>ISSUE DATE</b>	<b>: 07 APRIL 2025</b>
<b>COMPULSORY BRIEFING</b>	<b>: 15 APRIL 2025</b>
<b>CLOSING DATE</b>	<b>: 06 MAY 2025</b>
<b>CLOSING TIME</b>	<b>: 10h00am</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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Transnet Rail Infrastructure Manager

Tender Number: HOAC-DNR-49932

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Freight Rail between Vryheid and Ermelo areas).
<b>TENDER DOWNLOADING</b>	<p>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link).</p> <p><b>FREE OF CHARGE</b></p>

<b>COMPULSORY TENDER CLARIFICATION AND SITE VISIT MEETING</b>	<p>A compulsory tender clarification meeting and site visit, with representatives of the Employer will take place at <b>Transnet Rail Infrastructure Manager, Electrical Building, 121 Jan Moolman street, Vryheid, KwaZulu-Natal</b>, on the <b>15 April 2024</b>, at <b>10:00am [10 O'clock]</b> for a period of <math>\pm 2</math> (two) hours, <b>DE boardroom</b>.</p> <p><b>For directions contact Mzothule Cele on 083 385 1852.</b></p> <p>[Tenderers must provide own transportation and accommodation].</p> <p>The compulsory tender clarification meeting and site visit will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> <li><b>Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</b></li> <li><b>Tenderers without the recommended PPE will not be allowed on the site walk.</b></li> <li>Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> </ul>
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	<ul style="list-style-type: none"> <li>Firearms are prohibited on Transnet properties and premises.</li> <li>The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates.</li> <li><b>Attendance of compulsory site visit/RFP clarification meeting: the tenderer <u>must complete and sign</u> the attendance register as proof that the tenderer has attended the compulsory site visit/RFP clarification meeting – refer to T1.2 Tender data C.2.7.</b></li> </ul> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p>The closing date and time for submission of tenders is <b>10:00 am on (06 May 2025)</b> – refer to C.2.15 of the Standard Conditions of Tender.</p> <p>Telegraphic, telephonic, telex and late tenders <b><u>will not</u></b> be accepted – refer to C.2.13.9 of the Standard Conditions of Tender.</p> <p><b>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

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

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

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

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

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details





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pertaining to the Tender Offers / information received, i.e., pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### 3. CONFIDENTIALITY

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

### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate

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in tender returnable on [T2.2-16], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer :

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number.....

and

Unique registration reference number..... (**Tender Data**).

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

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## T1.2 TENDER DATA

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

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

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

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

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



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C.1.4 The Employer's agent is:

Name:	Wandile Msibi
Address:	Transnet Rail Infrastructure Manager Container Corridor, 1 Houer road, City Deep, Johannesburg
Tel No.	011 584-4684
E – mail	wandile.msibi@transnet.net

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

**1. Stage One - Eligibility with regards to attending a compulsory RFP clarification and site visit meeting:**

- a) Attendance of compulsory RFP clarification and site visit meeting: verify if the tenderer has completed and signed the attendance register – refer to CIDB Standard Condition of Tender C.2.7

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

- a) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **4EP or higher** class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)  
Joint ventures are eligible to submit tenders subject to the following:
- i. every member of the joint venture is registered with the CIDB;
  - ii. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
  - iii. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **4EP or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
  - iv. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

- C.2.7 The arrangements for a compulsory RFP clarification meeting and site visit, are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.**

Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session.**

- C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	<p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> <li>▪ Name of Tenderer:</li> <li>▪ Contact person and details:</li> <li>▪ The Tender Number:</li> <li>▪ The Tender Description</li> </ul> <p>Documents must be marked for the attention of: <b>Employer's Agent: Wandile Msibi</b></p>
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- C.2.13.9 **Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.**

- C.2.15 The closing time for submission of tender offers is:  
Time: **10:00am** on the **06 May 2025**

Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>).

**Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A tenderer can upload 30mb per upload and multiple uploads are permitted.**

**NO LATE TENDERS WILL BE ACCEPTED**

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

finalised within the validity period.

- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
  2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender.
  3. A valid CIDB CRS registration number'
  4. Proof of registration on the National Treasury's Central Supplier Database.
  5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

- C.3.11 The minimum number of evaluation points for functionality is **70**

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

### Functionality Criteria

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

Functionality criteria	Sub-criteria	Scoring guide.
<b>1.Availability of plant, tools and equipment (T2.2-03).</b>	The tenderer shall commit to provide <b>all 42</b> the required plant, tools and equipment.	Very good (score 100) – The tenderer commits to provide <b>all 42</b> the above-mentioned plant, tools and equipment. <b>Score full 20 points.</b>
		Good (score 90) – The tenderer commits to provide <b>41 to 30</b> of the above-mentioned plant, tools and equipment. <b>Score full 15 points.</b>
		Satisfactory (score 70) – The tenderer commits to provide <b>29 - 11</b> of the above-mentioned plant, tools and equipment. <b>Score full 10 points.</b>
		Poor (score 40) – The tenderer commits to provide <b>10 - 1</b> of the above-mentioned plant, tools and equipment. <b>Score full 5 points.</b>



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		<b>Score 0 points</b> - The tenderer <b>does not</b> commit to provide all the above-mentioned plant, tools and equipment.
<b>2. Previous experience in executing similar scope of work (T2.2-06).</b>	<p>The tenderer shall submit 4 Award letters, and/or Purchase Orders and/or, previous Contracts, for similar scope of service executing 88kV AC indoor control panel.</p> <p>NB: The award letters, and/or Purchase Orders, and/or previous Contracts must be on official Employer's letterhead and signed by a person with DoA or duly authorized.</p>	Very good (score 100) – (tenderer submits <b>4</b> Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates). <b>Score full 40 points.</b>
		Good (score 90) - (tenderer submits <b>3</b> Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates). <b>Score 30 points.</b>
		Satisfactory (score 70) - (tenderer submits <b>2</b> Award letters and/or, Purchase Order and/or, Previous contracts & their completion certificates). <b>Score 20 points.</b>
		Poor (score 40) - (tenderer submits <b>1</b> Award letter and/or, Purchase Order and/or, Previous contract & its completion certificate). <b>Score 10 points.</b>
		<b>Score 0 points for No submission.</b>
<b>3. Plan (T2.2-07).</b>	<p>The tenderer shall submit a plan showing the proposed sequence of activities, in the form of a Gantt chart. This project schedule should include a work breakdown structure and resource schedule.</p> <p><b>NB:</b> Supply and installation of the 88kV AC indoor control panels 10 days.</p>	Very good (score 100) – tenderer submits a plan showing the Supply and installation of the 88kV AC indoor control panels in <b>10 or less days.</b> <b>Score full 20 points.</b>
		Good (score 90) – tenderer submits a plan showing the Supply and installation of the 88kV AC indoor control panels in <b>11 days.</b> <b>Score 15 points.</b>
		Satisfactory (score 70) – tenderer submits a plan showing the Supply and installation of the 88kV AC indoor control panels in <b>12 days.</b> <b>Score 10 points.</b>
		Poor (score 40) – tenderer submits a plan showing the Supply and installation of the 88kV AC indoor control panels in <b>13 days.</b> <b>Score full 5 points.</b>



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		<b>Score 0 points</b> – tenderer submits a plan showing the Supply and installation of the 88kV AC indoor control panels in <b>more than 13 days.</b>
<b>4. Project Organogram Management and CV's (T2.2-11).</b>	The tenderer must submit the following documents as a minimum as returnable: a project organogram complemented by CVs & academic qualifications of key personnel, reflecting: 2 x electrician, 2 x Safety officer, 2 x supervisors, N2-N6 certificate with trade test, OHS certificate at any institution, Working on height and first aid certificate L2.	Very good (score 100) – tenderer submits project organogram complemented by CVs & academic qualifications of key personnel, reflecting: 2 x electrician, 2 x Safety officer, 2 x supervisors, N2-N6 certificate with trade test, OHS certificate at any institution, Working on height and first aid certificate L2. <b>Score 20 points.</b>
		Good (score 90) – tenderer submits project organogram complemented by CVs & academic qualifications of key personnel, reflecting: 2 x electrician, 1 x Safety officer, 1 x supervisor, N2-N6 certificate with trade test, OHS certificate at any institution, Working on height and first aid certificate L2. <b>Score 15 points.</b>
		Satisfactory (score 70) - tenderer submits project organogram complemented by CVs & academic qualifications of key personnel, reflecting: 1 x electrician, 2 x Safety officer, 1 x supervisor, N2-N6 certificate with trade test, OHS certificate at any institution, Working on height and first aid certificate L2. <b>Score 10 points.</b>
		Poor (score 40) - tenderer submits project organogram complemented by CVs & academic qualifications of key personnel, reflecting: 1 x electrician,



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		1 x Safety officer, 1 x supervisor, N2-N6 certificate with trade test, OHS certificate at any institution, Working on height and first aid certificate L2. <b>Score 5 points.</b>
		<b>Score 0 points for No submission.</b>
Maximum possible score for Functionality <b>100 points.</b>		

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

1. T2.2-06 Previous Experience in executing similar scope of service (40 points).
2. T2.2-07 Plan (20 points).
3. T2.2-08 Availability of plant, tools and equipment (20 points).
4. T2.2-11 Project organogram management and CV's (20 points).

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100.

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

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

Thresholds	Minimum Threshold
Functionality	70 points

Evaluation Criteria	Final Weighted Scores
Price	80
TPPP Specific goals = 20 points:	
APPLICABLE SPECIFIC GOALS FOR THIS TENDER IS B-BBEE Level of contributor Level 1 <b>or</b> Level 2.	10
30% Black Women Owned Entities.	10
<b>TOTAL SCORE:</b>	<b>100</b>

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

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

Selected Specific Goal	Number of points allocated (20)
APPLICABLE SPECIFIC GOALS FOR THIS TENDER IS B-BBEE Level of contributor – Level 1 <b>or</b> Level 2, and	10 points
30% Black Women Owned Entities.	10 points
Non-Compliant and/or B-BBEE Level 3-8 contributors	0 points



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Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines.
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines.

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
APPLICABLE SPECIFIC GOALS FOR THIS TENDER IS B-BBEE Level of contributor – Level 1 <b>or</b> Level 2.	
30% Black Women Owned Entities.	10
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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

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

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

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## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

**C.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**C.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**C.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

##### C.1.3 Interpretation

**C.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**C.1.3.2** These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

**C.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

**C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

**C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

**C.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

**C.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**C.1.6.2.2** All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.



#### **C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.



## **C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

## **C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

## **C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

### **C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

### **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

### **C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the tender data.

### **C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

### **C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

### **C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.



Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

### **C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.





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

### **2.1.1 Stage Three as per CIDB: these schedules will be utilised for functionality evaluation purposes – refer to T1.2 Tender data C.2.1**

- T2.2-03 **Evaluation Schedule:** Availability of plant, tools and equipment.
- T2.2-06 **Evaluation Schedule:** Previous Experience in executing similar scope of service.
- T2.2-07 **Evaluation Schedule:** Plan.
- T2.2-11 **Evaluation Schedule :** Project organogram management and CV's.

### **2.1.2** The below returnable schedules are required for price and preference points scoring/evaluation purposes of this tender – refer to Tender data C.3.11:

- T2.2-02 **Evaluation Schedule:** Valid proof of tenderer's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.  
ANNEX G Compulsory Enterprise Questionnaire.

A tenderer that fails to submit this returnable document and/or schedule, by closing date and time of this tender, **will not** automatically be disqualified, however, that tenderer will receive an automatic score of zero (0) for preference points for applicable specific goals for this tender.

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-01 Record of addenda to tender documents.
- T2.2-04 Authority to submit a tender.
- T2.2-05 Testing and Commissioning.
- T2.2-08 Health and Safety plan & questionnaire.
- T2.2-09 Quality Management.
- T2.2-10 Method statement.
- T2.2-12 Letter of Good Standing.
- T2.2-13 Risk Elements.
- T2.2-22 Affected Property Establishment Requirements.

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

- T2.2-02 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire.
- T2.2-14 Non-Disclosure Agreement.
- T2.2-15 Tender Declaration Form.
- T2.2-16 RFP – Breach of Law.
- T2.2-17 Certificate of Acquaintance with Tender Document.

Transnet Rail Infrastructure Manager

Tender Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

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T2.2-18 Service Provider Integrity Pact.

T2.2-20 Agreement in terms of Protection of Personal Information Act.

T2.2-21 Supplier Code of Conduct.

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

T2.2-19 Insurance provided by Contractor

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

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

### **2.4 C2.2 Priced Contract with Price List – Main Option A**

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**T2.2-01: Record of Addenda to Tender Documents.**

The tenderer hereby confirms that the following communications were received from the *Employer* before the submission of this tender offer, amending the tender documents and have been taken all the Addenda into account in this tender offer:

	Date	Title or Details of Addenda
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

**T2.2-02 : ANNEX G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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

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

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

Signed

Date

Name

Position

Enterprise  
name

**SBD 6.1****PREFERENCE POINTS CLAIM FORM**

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>APPLICABLE SPECIFIC GOALS FOR THIS TENDER IS</b>	
<b>B-BBEE Level of contributor - Level 1 or Level 2.</b>	<b>10</b>
<b>30% Black Women Owned Entities.</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

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

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.



- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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


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

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[ TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is

\_\_\_\_\_

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


employed by the procuring institution?

**YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

.....

.....

### 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**T2.2-03: Availability of Plant, Tools and Equipment: Functionality evaluation.**

Item no.	Description of Plant, Tools and Equipment required.	Confirmation of availability
1	ELECT PLIERS - 200mm	
2	LONG NOSE PLIERS - 150mm	
3	ROUND NOSE PLIERS - 150mm	
4	WATER PUMP PLIERS - 250mm.	
5	SIDE CUTTERS - 250mm.	
6	CRIMPING PLIERS HEX - 1-16mm.	
7	VICE GRIP - 250mm.	
8	TIN SNIPS - 250mm.	
9	WIRE STRIPPER.	
10	SET SREW DRIVERS - 5 of.	
11	SET PHIL SCREW DRIVERS - 4 of.	
12	SET MET COMB SPANNERS - 6-22mm.	
13	SHIFTING SPANNER - 150mm.	
14	SHIFTING SPANNER – 350mm.	
15	STILSON WRECH - 355mm.	
16	SET ALLEN KEYS - 1-12mm.	
17	HACKSAW.	
18	JUNIOR HACKSAW.	
19	STANLEY NIFE.	
20	SPIRIT LEVEL - 400mm.	
21	COMB SQAURE & RULE – metric.	
22	TAPE MEASURE - 3m.	
23	SCRIBER.	
24	CENTRE PUNCH - 6*100mm.	
25	VERNIER CALIPER - 150mm.	

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid Ermelo areas).

26	SOLDERING IRON – gas.	
27	TOOLBOX.	
28	BALL PEN HAMMER - 220g.	
29	BALL PEN HAMMER - 700g.	
30	CLAW HAMMER - 500g.	
31	PADLOCK BRASS - 40mm.	
32	LEATHER BAG.	
33	SMALL SCREWDRIVER – tele.	
34	SET SOCKETS & RACKET - 10-32mm	
35	SET SMALL SOCKETS - 6-13mm.	
36	FEELER GAUGE.	
37	CORDLESS SPOTLIGHT - 500000 CP.	
38	1 x 7-ton Truck with crane.	
39	2 x 6 kVA generator.	
40	2 x A frame step ladder.	
41	1 x 7-ton Truck with crane.	
42	2 x 6 kVA generator.	

**Attached submissions to this schedule:**

.....

.....

.....

.....



<b>Availability of Plant, Tools and Equipment = 20 points.</b>	
Very good (score 100) – The tenderer commits to provide <b>all 42</b> the above-mentioned plant, tools and equipment. <b>Score full 20 points.</b>	
Good (score 90) – The tenderer commits to provide <b>41 to 30</b> of the above-mentioned plant, tools and equipment. <b>Score full 15 points.</b>	
Satisfactory (score 70) – The tenderer commits to provide <b>29 - 11</b> of the above-mentioned plant, tools and equipment. <b>Score full 10 points.</b>	
Poor (score 40) – The tenderer commits to provide <b>10 - 1</b> of the above-mentioned plant, tools and equipment. <b>Score full 5 points.</b>	
<b>Score 0 points</b> - The tenderer <b>does not</b> commit to provide all the above-mentioned plant, tools and equipment.	

Signed

Date

Name

Position

Tenderer

**T2.2-04: Authority to submit a Tender.**

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

<b>A - COMPANY</b>	<b>B - PARTNERSHIP</b>	<b>C - JOINT VENTURE</b>	<b>D - SOLE PROPRIETOR</b>

**A. Certificate for Company**

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

Signed

Date

Name

Position

Chairman of the Board of Directors

---

**B. Certificate for Partnership**

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

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

acting in the capacity of \_\_\_\_\_, to sign all documents in  
connection with the tender offer for Contract \_\_\_\_\_ and any contract  
resulting from it on our behalf.

Name	Address	Signature	Date

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

---

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms \_\_\_\_\_, an authorised signatory of the company \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

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



---

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

---

**T2.2-05: Testing and Commissioning.**

The tenderer shall submit how testing and commissioning will be carried out.


Signed

Date

Name

Position

Tenderer

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

## **T2.2-06: Functionality evaluation schedule - Previous Experience.**

The tenderer shall submit **4** Award letters, and/or Purchase Orders and/or, previous Contracts, for similar scope of service executing 88kV AC indoor control panel.

NB: The award letters, and/or Purchase Orders, and/or previous Contracts must be on official Employer's letterhead and signed by a person with DoA or duly authorized.

### **Index of documentation attached to this schedule:**

.....

.....

.....

.....

### **Previous experience in executing similar scope of service = 40 points.**

Very good (score 100) – (tenderer submits **4** Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates) - **Score full 40 points.**

Good (score 90) - (tenderer submits **3** Award letters and/or, Purchase Orders and/or, Previous contracts & their completion certificates) - **Score 30 points.**

Satisfactory (score 70) - (tenderer submits **2** Award letters and/or, Purchase Order and/or, Previous contracts & their completion certificates) - **Score 20 points.**

Poor (score 40) - (tenderer submits 1 Award letter and/or, Purchase Order and/or, Previous contract & its completion certificate) - **Score 10 points.**

**Score 0 points for No submission.**

Signed

Date

Name

Position

Tenderer

## T2.2-07: Functionality evaluation criteria item: Plan.

### Note to tenderers:

#### Plan

#### The Tenderer details the Plan for evaluation and attaches it to this schedule.

The Tenderer's attention is drawn to core clause 21 of the NEC3 Term Service contract regarding the items to be shown on a plan.

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

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

The tenderer shall submit a project schedule showing the proposed sequence of activities, in the form of a Gantt chart. This project schedule should include a work breakdown structure and resource schedule.

NB: Supply and installation of the 88kV AC indoor control panels 10 days.

<b>Plan = 20 points.</b>
Very good (score 100) – tenderer submits a plan showing the Supply and installation of the 88kV AC indoor control panels in <b>10 or less days.</b> <b>Score full 20 points.</b>
Good (score 90) – tenderer submits a plan showing the Supply and installation of the 88kV AC indoor control panels in <b>11 days.</b> <b>Score 15 points.</b>



Satisfactory (score 70) – tenderer submits a plan showing the Supply and installation of the 88kV AC indoor control panels in **12 days**.

**Score 10 points.**

Poor (score 40) – tenderer submits a plan showing the Supply and installation of the 88kV AC indoor control panels in **13 days**.

**Score full 5 points.**

**Score 0 points** – tenderer submits a plan showing the Supply and installation of the 88kV AC indoor control panels in **more than 13 days**.

**Reference to attached submissions to this schedule:**

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

Attachment B: Hard Copy of Plan

## T2.2-08: Health and Safety Plan.

Submit the following documents as a minimum with your tender:

1. Provide a valid letter of good standing with insurance body.
  2. Safety committee meetings – who will perform them, the frequency and who attends them.
  3. Safety induction for workers and staff members – who will perform them and which time of the day.
  4. Conducting toolbox talks, on daily basis, at site – who will perform them, the frequency and who attends them.
  5. Tools and equipment inspection – who will perform the inspection activity and the frequency.
  6. Inspection of the scaffolding and temporary structure, for working at height – who will perform the activity and the frequency.
  7. Electrical safety inspection – who will perform this activity and the frequency.
  8. Inspection of fire extinguishers – who will perform this activity and the frequency.
  9. Inspection of first aid facility – who will perform this activity and the frequency.
  10. Safety inspection – who will perform this activity and the frequency.
  11. Certification of all equipment – who will perform this activity and the frequency.
  12. Safety statistical report – who will perform this activity and the frequency (use man hours worked).
  13. Third party inspection of the lifting tools and tackles – who performs this activity, the involvement of QA/QC, the frequency and provide the certification to hire the cranes etc.
  14. Housekeeping – who will perform this activity and the frequency.
- The tenderer shall submit a Health & Safety Plan, that reflects, but not limited to the **14 health and safety requirements** reflected on returnable schedule T2.2-08.
  - It is important that in providing the plan, you indicate on your plan, the activity, who will perform the activity, the frequency and remarks.

### Attached submissions to this schedule:

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

Transnet Rail Infrastructure Manager

Tender Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

## T2.2-08: Health and Safety Questionnaire.

### Health, Safety Questionnaire.

<b>1. SAFE WORK PERFORMANCE</b>																			
<b>1A. Injury Experience / Historical Performance - Alberta</b>																			
Use the previous three years injury and illness records to complete the following:																			
Year																			
Number of medical treatment cases																			
Number of restricted work day cases																			
Number of lost time injury cases																			
Number of fatal injuries																			
Total recordable frequency																			
Lost time injury frequency																			
Number of worker manhours																			
<table border="1"> <tr> <td>1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table>				1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician	2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties	3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day	4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours	5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours						
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5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours																		
<b>1B. Workers' Compensation Experience</b>																			
Use the previous three years injury and illness records to complete the following (if applicable):																			
Industry Code:		Industry Classification:																	
<table border="1"> <tr> <td>Year</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Industry Rate</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contractor Rate</td> <td></td> <td></td> <td></td> </tr> <tr> <td>% Discount or Surcharge</td> <td></td> <td></td> <td></td> </tr> </table>				Year				Industry Rate				Contractor Rate				% Discount or Surcharge			
Year																			
Industry Rate																			
Contractor Rate																			
% Discount or Surcharge																			

Transnet Rail Infrastructure Manager

Tender Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2. CITATIONS</b>	
<b>2A.</b>	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:
<b>2B.</b>	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:
<b>3. CERTIFICATE OF RECOGNITION</b>	
Does your company have a Certificate of Recognition? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what is the Certificate No. _____ Issue Date _____	
<b>4. SAFETY PROGRAM</b>	
Do you have a written safety program manual? If Yes, provide a copy for review	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

Transnet Rail Infrastructure Manager

Tender Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

Do you have a pocket safety booklet for field distribution? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, provide a copy for review			
Does your safety program contain the following elements:			
	YES	NO	
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE <input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE <input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT <input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES <input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES <input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS <input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS <input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM <input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES <input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>	

  

<b>5. TRAINING PROGRAM</b>			
5A. Do you have an orientation program for new hire employees? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, include a course outline. Does it include any of the following:			
	YES	NO	
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY <input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION <input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES <input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS <input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES <input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES <input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE <input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS <input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION <input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY <input type="checkbox"/>

Transnet Rail Infrastructure Manager

Tender Number: HOAC-DNR-49932

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FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

**5B.** Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No  
(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

## 6. SAFETY ACTIVITIES

Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).					
Who follows up on inspection action items?					

<p>Do you hold site safety meetings for field employees? If Yes, how often?</p> <table style="width: 100%; text-align: center;"> <tr> <td>Yes</td> <td>No</td> <td>Daily</td> <td>Weekly</td> <td>Biweekly</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>						Yes	No	Daily	Weekly	Biweekly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No	Daily	Weekly	Biweekly											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
<p>Do you hold site meetings where safety is addressed with management and field supervisors?</p> <table style="width: 100%; text-align: center;"> <tr> <td>Yes</td> <td>No</td> <td>Weekly</td> <td>Biweekly</td> <td>Monthly</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>						Yes	No	Weekly	Biweekly	Monthly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No	Weekly	Biweekly	Monthly											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
<p>Is pre-job safety instruction provided before to each new task? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>															
<p>Is the process documented? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>															
<p>Who leads the discussion?</p>															
<p>Do you have a hazard assessment process? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>															
<ul style="list-style-type: none"> <li>Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?</li> </ul>															
<p> </p>															
<p>Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health &amp; Safety Program?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>															
<p>How does your company measure its H&amp;S success?</p> <ul style="list-style-type: none"> <li>Attach separate sheet to explain</li> </ul>															
<p><b>7. SAFETY STEWARDSHIP</b></p>															
<p><b>7A</b> Are incident reports and report summaries sent to the following and how often?</p>															
	Yes	No	Monthly	Quarterly	Annually										
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
<p><b>7B</b> How are incident records and summaries kept? How often are they reported internally?</p>															



Transnet Rail Infrastructure Manager

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	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7C</b> How are the costs of individual incidents kept? How often are they reported internally?					
	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7D</b> Does your company track non-injury incidents?					
	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>8 PERSONNEL</b>					
List key health and safety officers planned for this project. Attach resume.					
Name	Position/Title		Designation		
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?					
Name	Address		Telephone Number		
Other responsibilities:					

Transnet Rail Infrastructure Manager

Tender Number: HOAC-DNR-49932

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## 9 REFERENCES

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program.

Name and Company	Address	Phone Number

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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**T2.2-09: Quality Management plan.**

The tenderer shall submit a Quality Management Plan in accordance with **ISO 9001: 1993** and should include a **Quality Policy, Quality Control Plan, Quality Checklist** and **Quality Process Control Chart** for all activities.

**Attached submissions to this schedule:**

.....

.....

.....

Signed

Date

Name

Position

Tenderer

## **T2.2-10: Method Statement.**

The method statement should clearly state how the tenderer intends to perform the prescribed service. It should provide the tasks to be performed, access, equipment used, personnel involved, sequence of events. The tenderer must also make emphasis on the safety aspect of the methodology.

The method statement should also outline the hazards involved and include a step-by-step guide on how to do the job safely.

It should again detail control measures to be introduced to ensure the safety of anyone who will be affected by the project's activities.

The method statement cannot be used as safety plan, but a technical approach and methodology on the actual service execution.

The company special and practical knowledge in business services is required.

The contractor must supply/provide and identify his/her proposed technical team and state their job description, experience, and qualifications.

A company profile and organogram should be provided.

### **The Method statement should meet the following criteria:**

- 1.** Method that will be used to meet the technical quality on the project.
- 2.** The method statement must contain detailed baseline risk assessment, implementation methodology/ plan.
- 3.** Method statement must cover the tools and material to be used.
- 4.** Remedial actions to be taken, should the weather change.
- 5.** How will Transnet's Infrastructure and personnel will be kept safe during contract activities.

### **Attached submissions to this schedule:**

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

Signed

Date

.....



Name

Position

Tenderer

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**T2.2-12: Letter/s of Good Standing with the Workmen's Compensation Fund.**

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

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

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### **T2.2-13: Risk Elements**

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

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

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


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

## **T2.2-14 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 Agent's 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

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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.

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**8. PRIVACY AND DATA PROTECTION**

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

**9. GENERAL**

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

Signed

Date

Name

Position

Tenderer

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**T2.2-15: TENDER DECLARATION FORM.**

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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*[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.

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

#### **IMPORTANT NOTICE TO RESPONDENTS**

- 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 Respondent have any material concern regarding a 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 Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5, 000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents 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 bidder on its List of Excluded Bidders.

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## **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:

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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\_\_\_\_

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SIGNATURE OF TENDERER



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## **T2.2-17: Certificate of Acquaintance with Tender Documents.**

NAME OF TENDERING ENTITY:

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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.

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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\_\_\_\_

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SIGNATURE OF TENDERER

Transnet Rail Infrastructure Manager

Tender Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

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## **T2.2-18: Service Provider Integrity Pact.**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

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## **PREAMBLE.**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

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Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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

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

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

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

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

#### **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;

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- 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.



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## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **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

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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 Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
  - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders.
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents.
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract.
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract.
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person.
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness.
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor.
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

## **7 PREVIOUS TRANSGRESSIONS**

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

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

## **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

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judgment in action in the best interest of Transnet or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

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

## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 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 / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
  - c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

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- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

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

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

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

Signature .....

Date .....

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

## **T2.2-19: 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.

<b>Insurance against (See clause 83.1 of the TSC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
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.			
(Other)			

## **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 (..... insert name of Tenderer) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any





personal information and the information of a third party to any third party without prior written consent from Transnet.

- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

<b>YES</b>		<b>NO</b>	
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- 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  
(Operator)

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

#### **AS WITNESSES:**

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

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

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

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## **T2.2-21: Supplier Code of Conduct**

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining 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.***

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

- 
- 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 B-BBEE 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.

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

## NEC3 Term Service Contract (TSC)

entered into by and between

### **Transnet SOC Ltd**

Registration Number 1990/000900/30

(hereinafter referred to as the "*Employer*")

and

.....

Registration Number .....

(hereinafter referred to as the "*Contractor*")

**Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).**

**Contract Number: HOAC-DNR-49932**

**Start Date: To be advised.**

**Completion Date: To be advised.**

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## CONTRACT DOCUMENTS

### Form of Offer & Acceptance

### Contract Data

**Part One – Data provided by the *Employer***

**Part Two – Data provided by the *Contractor***

**Conditions of Contract** (3<sup>rd</sup> Edition – available separately)

### Prices

### Service Information

### Affected Property

Transnet Rail Infrastructure Manager

Contract Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

## 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:

**For supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).**

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.
<i>or</i>	examined the contract as listed in the Acceptance section and agreed to provide this Offer.

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(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:**

Transnet Rail Infrastructure Manager

Contract Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

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Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

Tenderer's CIDB registration number:



Transnet Rail Infrastructure Manager

Contract Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

## 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**

Transnet Rail Infrastructure Manager

Contract Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

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

Date



Transnet Rail Infrastructure Manager

Contract Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

### 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		

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

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

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd, trading through its operating division Transnet Rail Infrastructure Manager.
Name & signature of witness	_____	_____
Date	_____	_____

Transnet Rail Infrastructure Manager

Contract Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

## C1.1 Contract Data

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A: Priced contract with Price List</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X2: Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Freight Rail</b> <b>Ladysmith depot</b> <b>Cnr Lyell and Alexander Road</b> <b>Ladysmith</b> <b>Alfred Duma</b> <b>KwaZulu-Natal province</b>
	Tel No.	<b>078 086 2999</b>

Transnet Rail Infrastructure Manager

Contract Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

10.1	The <i>Service Manager</i> is (name):	<b>Mzothule Cele</b>
	Address	<b>Transnet Freight Rail Electrical Building 121 Jan Moolman Street Vryheid KwaZulu-Natal province</b>
	Tel	<b>(034) 989 9487 / 083 385 1852</b>
	e-mail	<b>mzothule.cele@transnet.net</b>
11.2(2)	The Affected Property is	<b>Electrical substations – refer to attached <b>Part C4</b>.</b>
11.2(13)	The <i>service</i> is	<b>Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li><b>i. Lifting of heavy components.</b></li> <li><b>ii. Falling of overhead wires and risk of employees falling whilst pulling the wires.</b></li> <li><b>iii. Falling from heights.</b></li> <li><b>iv. Head injuries.</b></li> <li><b>v. Electrocution.</b></li> <li><b>vi. Snake attacks.</b></li> </ul>
11.2(15)	The Service Information is in	<b>The Scope of Service</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 (two) weeks.</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks from the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>To be advised.</b>
30.1	The <i>service period</i> is	<b>Ten (10) days.</b>

Transnet Rail Infrastructure Manager

Contract Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employers</i> risks	<b>None</b>
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:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
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:	<b>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.</b>
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 10 000 000	

Transnet Rail Infrastructure Manager

Contract Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).

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:	<b>The Total of the Prices.</b>
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:	<b>The Total of the Prices.</b>
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:	<b>The Total of the Prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
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	<b>2 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa).</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa).</b>
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>

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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

### X17 Low service damages

#### X17.1 The *service level table*

Performance Level	% Achieved of performance against Time worked for each task order.	Low Service damages for each task order.
Rate of supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Freight Rail between Vryheid and Ermelo areas), for a period of ten (10) days, as per Part C3: Service Information.	96% - 100% performance achieved.	R0 (nil)
	90% - 95% performance achieved.	2.5% of the Price for Service Provided to date in terms of the Task Order.
	85% - 89% performance achieved.	5% of the Price for Service Provided to date in terms of the Task Order.
	80% - 84% performance achieved.	7.5% of the Price for Service Provided to date in terms of the Task Order.
	<84% performance achieved.	10% of the Price for Service Provided to date in terms of the Task Order.

### X18 Limitation of liability

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to

**Nil.**



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X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The cost of correcting the defect.</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>Total of the Prices.</b>
X18.5	The <i>end of liability date</i> is	<b>3 years after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 days of receiving the Task Order</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	
<b>Z1</b>	<b>Obligations in respect of Termination</b>	
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"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>	
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		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

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**Z2 Right Reserved by Transnet to Conduct Vetting through SSA**

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- Z2.1 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:
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.
- 

**Z3 Additional clause relating to Collusion in the Construction Industry**

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- 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**

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- Z4.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
-

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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:	

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Experience:

2. Name:

Job

Responsibilities:

Qualifications:

Experience:

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

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

## PART C2: PRICING DATA

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

## 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 11.2  
terms**

(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 Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. **The 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.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

**PRICE LIST**

Activity no.	Description	UOM	Qty	Rate	Total price of each activity (excl. VAT)
1	Supply and install 88kV AC indoor control panel.	ea.	1.00		
2	Electrical cabling for contingency.	metres.	20.00		
<b>The offered total of the Prices exclusive of VAT is</b>					
<b>VAT @ 15% (If applicable)</b>					
<b>The offered total of the Prices inclusive of VAT is</b>					

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**PART C3: SERVICE INFORMATION**

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Service Information</i>	9
	Total number of pages	10



### C3 Service Information

#### 3.1 Description of the *service*.

##### 3.1.1 Executive overview.

The service that the *Contractor* is to perform includes:

- a) The works that the Contractor is to perform involve the replacement of indoor control panels on 88 kV AC at Moolman traction Substation and Iswepe traction substation. For specification, please refer to Technology Management Specification Document number CEE0111\_ISS\_2019.
- b) The *service* that the *Contractor* is to perform *involve* the replacement of indoor control panels at two substations which is Moolman and Iswepe Traction Substation.
- c) Interpretation and terminology.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DGN	.....
DWG	Drawings
EDMS	.....
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation <sup>2</sup>
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat

IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

### 3.1.2 Background.

- a) The substations in question are integral components of the electrical distribution network, responsible for transforming voltage levels and ensuring the smooth operation of electrical power systems. As part of ongoing infrastructure improvements, Transnet has identified the need to replace the existing indoor control panels in two substations to enhance reliability, ensure compliance with updated safety standards, and improve the overall operational efficiency of the substations. The replacement of these control panels is a critical step in upgrading the substations' electrical systems to meet modern operational requirements, enhance protection measures, and facilitate ease of maintenance.
- b) The control panels being replaced are essential for the safe and effective operation of the substations' primary and secondary circuit breakers. These panels contain all the necessary protective relays, control relays, and circuit control equipment required to operate the associated breakers. The existing panels, which may be outdated or no longer meet current standards, require careful design and installation of new equipment to ensure compliance with Transnet specifications and industry standards, such as SANS (South African National Standards) and IEC (International Electrotechnical Commission) guidelines.

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- 
- c) The replacement panels must be robust, resilient to environmental conditions (such as vibration, dust, and moisture), and capable of performing under the dynamic conditions of the network, including harmonic voltages and operational fluctuations typical in traction systems.
  - d) In addition to the technical and operational considerations, the new control panels must be designed with maintenance and ease of accessibility in mind. Routine inspections, testing, and troubleshooting must be simplified, and components should be clearly labelled and easily accessible to ensure the long-term reliability of the system. Furthermore, the upgraded panels must incorporate the latest advancements in protection systems, ensuring that relays, contactors, and breakers can swiftly respond to faults and maintain the safety of the substation equipment.
  - e) The contractor's design and installation of the new control panels must align with the defined specifications and project requirements, including safety, functionality, and compliance. It outlines the key parameters that must be met in the design and installation of the control panels, addressing all aspects of panel construction, electrical equipment, protection relays, instrumentation, and safety features required for the substations' continued safe and efficient operation.

### **3.1.3 Current situation of the control panels.**

- a) The existing control panels at the two substations are aging and have become increasingly unreliable, requiring frequent maintenance and repairs. As the substations are critical to the overall electrical distribution network, it is imperative to upgrade the control panels to ensure they meet current safety standards, operational efficiency, and future demands. The current control panels are facing several challenges:
  - i. Outdated Technology: The control panels currently in use were installed several years ago and incorporate older technologies that no longer meet the operational requirements of modern electrical distribution systems. Many of the components, including relays, circuit breakers, and control equipment, are obsolete or no longer supported by manufacturers. This limits the ability to upgrade or replace individual parts as needed and makes obtaining replacement parts increasingly difficult.
  - ii. Summary of Key Issues with the Current Control Panels:
    - Obsolete components and outdated technology.
    - Increased frequency of maintenance due to component failure and wear.
    - Limited accessibility and safety concerns (poor labelling, difficult access for maintenance).
    - Inadequate protection and fault detection systems for modern operational demands.
    - Lack of real-time monitoring and feedback systems (voltage, current, trip counters).
    - Battery and power supply issues compromising backup power reliability.
    - Non-compliance with current standards and specifications.

- 
- iii. These factors significantly impact the reliability, safety, and operational efficiency of the substations, creating the need for a comprehensive replacement of the control panels with a modern, standardized solution that addresses these issues and ensures long-term performance. The replacement of the control panels is critical to maintaining the stability and safety of the electrical distribution network and ensuring that the substations continue to meet Transnet's operational standards and industry regulations.

### 3.2 ***Employers' objective.***

- a) The *Employer's* current objective is to acquire the services of a CIDB electrical engineering (that is construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: (a) relating to the generation, transmission and distribution of electricity; or (b) which cannot be classified as EB), to the design, fabrication, and installation of the new control panels meet the technical, safety, and operational standards specified by Transnet and relevant industry regulations.
- b) The objective is to ensure that the upgraded control panels will:
  - i. Enhance System Reliability and Safety. The new control panels must be designed to provide reliable operation, with advanced protection schemes to safeguard the equipment and personnel. By replacing the existing aging panels, the objective is to eliminate the risk of frequent failures and safety hazards caused by outdated components. The upgraded system should be able to handle fault detection and isolation efficiently, ensuring the continued safety of the substations' electrical infrastructure.
  - ii. Comply with Relevant Standards and Specifications. The replacement control panels must comply with SANS (South African National Standards) and IEC (International Electrotechnical Commission) standards, along with Transnet's specific requirements. This includes standards for electrical safety, component protection, control systems, and environmental resilience. Compliance will ensure the substations meet both local and international regulatory requirements, reducing the risk of non-compliance penalties and operational issues.
  - iii. Improve Maintenance and Accessibility. The objective is to design control panels that are easier to maintain, with clear labelling, improved accessibility for testing and troubleshooting, and modern components that allow for quick diagnosis and replacement. This will minimize downtime, streamline maintenance processes, and reduce the need for frequent unscheduled repairs, leading to better operational efficiency.
  - iv. Upgrade Protection Systems for Modern Demands. The new control panels must be equipped with up-to-date protection relays, control equipment, and safety devices to address modern operational needs, including handling harmonic voltages in AC traction systems. The goal is to ensure that the substations' protection schemes can detect faults rapidly, trip circuit breakers, and prevent damage to critical equipment while allowing for remote re-closure when applicable.

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- v. Extend Equipment Life and Reduce Long-Term Costs. The installation of modern, high-quality control panels will reduce the frequency of repairs and extend the lifespan of the equipment. This will lead to long-term cost savings by minimizing maintenance costs, reducing downtime, and preventing the need for costly emergency repairs caused by obsolete or unreliable equipment.

### **3.3 Technical specification for indoor control panels.**

#### **3.3.1 General Construction and Design Requirements.**

The contractor shall supply and install 88 kV indoor control panels for two substations. Installation shall be done according to Transnet Specifications. The design and construction of the control panels for the substations must strictly adhere to the following specifications:

a) Panel Construction.

- Material: The panels must be constructed from sheeting with a minimum thickness of 2mm to ensure durability and robustness.
- Rigid Construction: Panels must be of a rigid and sturdy construction, ensuring the structural integrity of the equipment during installation and operation.
- Lifting Facilities: Panels must be designed with adequate provisions for lifting, allowing for safe handling during installation.
- Panel Type: The control panels must be of the swing-frame type, allowing access via the front swing frame only. No rear access is permissible.
- Interior Covers: The panels must be equipped with dummy interior covers to conceal bolts or screws, ensuring a neat external appearance.
- Gland Plate: The panel must be fitted with a gland plate to facilitate cable entry from the top. The installation contractor will be responsible for punching the required holes into the gland plate on-site.

b) Equipment and Component Installation.

- Contactor and Relay Ratings: All contactors and relays must have a liberal rating and be of robust construction to prevent damage due to vibration. The contact materials must be silver or other approved materials to minimize oxidation and maintain good contact.
- Relay Protection: All relays must be completely sealed against dust and dirt ingress with non-inflammable covers that are easily removable. The protection rating of relays must be IP34 as per SANS 60529.
- Relays and Components Mounting: All protection relays shall be housed in withdrawable-pattern cases to mitigate the effects of vibration and ensure easy replacement.
- Accessibility for Maintenance: Relays, contactors, miniature circuit breakers (MCBs), test terminals, and other control equipment must be easily accessible for routine inspection, maintenance, and testing without the need to remove bolted panels.

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c) Control Equipment Operation.

- Voltage Range Compliance: The control equipment must operate correctly within the voltage limits specified in SANS 62271-100. Additionally, the coils of all devices operated from the substation auxiliary transformer AC supply must be capable of functioning under the harmonic voltage conditions typically encountered in AC traction systems.

d) Protection and Circuit Control.

- Protection Circuitry: All low-voltage circuits requiring protection must be fitted with miniature moulded case circuit breakers that comply with SANS 156, and these breakers must have a B-curve design.
- Conductor Routing: Electrical conductors must be routed in plastic channel trunking with a removable cover. The trunking must be large enough to accommodate the conductors. If trunking is unfeasible, a metal rod may be brazed onto the panel, onto which conductor bundles can be attached using cable ties or other suitable means.
- Bus Wires: All panel bus wires must be fully insulated and run separately along the panel. MCBs must be provided to isolate independent circuits from the bus wires. Separate ducts or troughs should be used for building and control wiring.

e) Panel Labelling and Identification.

- Wire Identification: All wires within the panel must be clearly labelled at terminals, with labels matching those on the wiring diagrams.
- Component Labelling: Relays, cables, terminal strips, switches, lamps, and push buttons must be labelled to clearly indicate their function.
- Annunciator Panel: An annunciator panel must be provided to give visual indication (LED display) of the reason for the circuit breaker's trip.

f) Visual and Operational Indicators.

- Counters and Alarms: Each control panel must include a counter to track the number of trips initiated by the protection scheme. The visual alarm should remain active until reset following a fault trigger (e.g., Buchholz, overload, SF6 low gas, etc.).
- Fluorescent Lighting: Each panel must have an interior fluorescent lamp that is switched on and off by a door switch.

### 3.3.2 Protection and Control Schemes.

a) Primary Circuit Breaker Protection.

Protection Relays: The following protection relays must be provided for the primary circuit breaker:

- Buchholz relay
- Restricted earth fault protection on both primary and secondary windings
- Transformer percentage biased differential protection
- SF6 low gas detection
- Traction transformer pressure relief valve
- Winding and oil temperature protection

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- Inverse Definite Minimum Time (IDMT) protection based on primary current
  - Circuit breaker tripping supply under-voltage and over-voltage detection
  - Instantaneous overcurrent protection
  - Utility No-Volt protection

b) Secondary Circuit Breaker Protection.

- Protection Relays: The secondary circuit breaker protection should be circuit specific. The protection relays shall cause the secondary circuit breaker to trip and allow re-closure from a remote location.

c) Incomer Circuit Breaker Protection.

Protection Relays for the incomer circuit breaker shall include:

- IDMT protection
- Instantaneous overcurrent protection
- Reverse power relay

d) Current Transformers and Back-Up Protection.

- Separate Current Transformers must be provided for main and back-up protection on all 25 kV track feeder circuit breakers to ensure reliability and redundancy in fault detection and protection.

### 3.3.3 DC Battery and Charger.

a) Battery and Charger Specifications.

- The DC control battery and charger must meet the CEE.0085 specification, with any necessary modifications to suit the equipment design. The tenderer must complete the relevant appendix (Appendix No. 2).
- Battery Rating: The battery must have a nominal voltage of 110V and should be of the nickel-cadmium sealed type. The battery capacity should be no less than 10 ampere-hours.
- The battery and charger rating should be based on the burden of the equipment installed in each substation.

### 3.3.4 Indicating Instruments.

a) Instrument Specifications

Indicating Instruments (Voltsmeters and Ammeters) must be designed, manufactured, and tested in accordance with IEC60051-1 and shall be flush mounted.

- Voltmeter: The full-scale deflection should be no less than 30 kV.
- Ammeter: The full-scale deflection should be no less than 1500 A.
- The dials of instruments must be clearly marked with the ratio of the associated instrument transformers.



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### 3.3.5 Protection Circuit Drawing.

#### a) Protection Drawing

Drawing CEE-TBB-109 outlines the principal protection requirements for the substation. This drawing must be reviewed in conjunction with the detailed protection requirements outlined in this section.

These detailed specifications ensure that the control panels are designed, constructed, and equipped to handle the operational and safety needs of the substations while meeting both local and international standards. The design must prioritize ease of maintenance, accessibility, and durability, ensuring the long-term reliability and safe operation of the electrical infrastructure.

### 3.3.6 The Requirements.

#### a) This section details out the requirements the supplier is to meet.

- 'Mandatory' - All equipment supplied shall comply with the material descriptions and/or technical specifications and/or drawings to be provided to the bidder (and any other that are referenced therein provided to the bidders). Equipment technical datasheets, type test certificates, equipment technical documents and statement of compliance to specifications must be submitted in this regard.
- All material shall conform to Transnet drawings & specifications and applicable SANS and IEC standards.

## 3.4 Service.

### 3.4.1 Temporary service, Affected Property & constraints on how the *Contractor* Provides the Service.

#### 3.4.1.1 Affected Property entry and security control, permits, and Affected Property regulations.

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

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

- 3.4.2.1 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.
- 3.4.2.2 The *Contractor* ensures safe passage of his team, to traffic and around the Affected Property working areas at all times which includes providing flagmen.
- 3.4.2.3 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.



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### 3.5 List of reference specifications.

Drawing number	Revision	Title
CEE-TBB-109	n/a	Principal protection requirements for the substation.

### 3.6 PROCUREMENT.

#### 3.6.1 The *Contractor's* Invoices

a) 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

#### 3.6.2 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 email or by hand delivery.

The invoice is presented as an original.



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## 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

The work shall be performed at Transnet Rail Infrastructure Manager on PCB's 88 kV Control Panels at Moolman and Iswepe Traction Substation and one control panel for 11 kV AC at Iswepe Distribution substation.

The site are at various locations along North Corridor/ Coal line between Paul Pietersburg (Dumbe) and Ermelo. Most of the road to these sites are tarred only small portion of it leading to the substation is gravel driving. Contractors will be provided a site access certificate only after their safety file as been approval by a Transnet Safety Specialist. The contractor will only be allowed to work under work permit conditions which will be taken by Transnet Master Electrician and will be responsible person in charge of the site. Access will only be granted to workers that have done and shutdown induction and given access cards for shutdown.

#### Work to be done at the following sites accordance with the scope of work C3:

The site is situated at Moolman. The site GPS coordinates is: Lat 27°8'2.22"S and Long 30°51'34.45"E



The site is situated at Iswepe. The site GPS coordinates is: Lat 26°42'53.64"S and Long 30°18'30.14"E



Transnet Rail Infrastructure Manager

Contract Number: HOAC-DNR-49932

Description of Service: Supply and installation of 88kV AC indoor control panel, at Moolman and Iswepe traction substations (Transnet Rail Infrastructure Manager between Vryheid and Ermelo areas).



### **1.2. Existing buildings, structures, and plant & machinery on the Affected Property**

- The site is easily accessible with a crane truck.
- The substation will be offload for the duration of the work.
- Vehicles must be parked outside the substation to avoid outdoor yard equipment being damaged or reversed onto.

### **1.3. Subsoil information**

- No information available.



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**1.4. Hidden services**

- Be aware of electrical cables and sewer network line.

**1.5. Other reports and publicly available information**

- All the necessary report or information if there is any, will be communicated to the contractor.