

Transnet Property.

Tender Number: TP/2025/06/0002/97485/RFQ

Description of the Service: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm Building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months.

TRANSNET PROPERTY

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

REQUEST FOR APPROVAL TO APPROACH THE MARKET FOR THE PROVISION FOR LIFT MAINTENANCE AND REPAIRS AT ERMELO DEPOTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

RFP NUMBER	: TP/2025/06/0002/97485/RFQ
ISSUE DATE	: 10 June 2025
BRIEFING SESSION	: None Required
CLOSING DATE	: 24 June 2025
CLOSING TIME	: 8H00 (AM)
TENDER VALIDITY PERIOD	: 12 Weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	For the Provision of Preventative Maintenance, Corrective Maintenance, Emergency Breakdown Repairs, and Ad HOC Services for Lifts at Nzasm Building in Transnet SOC Limited Trading as Transnet Property in the Northern Region, on an As and When Required, Basis for a Period of Thirty-Six (36) Months.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za, CIDB Website and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<i>NO Tender Clarification Meeting will be conducted.</i> However, Bidders who have enquiries must fill in the Request for Clarification form and send it via e-mail to Kebaabetswe.Modise@Transnet.net on or before 22 June 2025 @12h00 the latest.
CLOSING DATE	24 June 2025 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.
VALIDITY PERIOD	Twelve (12) weeks from Closing date of tender Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the

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	successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.
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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 e-Tenders management platform website (<https://transnetetenders.azurewebsites.net>);

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

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

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

4. 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.

5. 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:

- 5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 5.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 5.4. 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;
- 5.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 5.7. 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;

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- 5.8. 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);
- 5.9. 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.
- 5.10. 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.
- 5.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-21], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 5.12. 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.*

6. 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.

7. 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:

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Supplier Number..... and Unique registration reference number.....

**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**

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T2.1 List of Returnable Documents

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

Stage One Eligibility Criteria Schedule:

NO Tender Clarification Meeting will be held.

Evaluation Schedules (For Scoring):

N.B Please use the attached Evaluation Criteria for more information on scoring

T2.2-1 CV's Key Persons

T2.2-2 Quality Plan

T2.2-3 Risk Assessment/Elements

T2.2-4 Company Previous Experience

T2.2-5 Method Statement

T2.2-6 Specific Goals: 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.

Stage Two as per CIDB: Eligibility Criteria Schedule

Mandatory Returnable:

T2.2-7 A valid Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing (COID-A) from all members of a newly constituted JV

T2.2-8 A valid CIDB Certificate in the correct designated grading – **3SI** or higher.

T2.2-9 Certified Lift and Escalator Inspector Certificate (This can be subcontracted)

T2.2-10 Certified copy of proof of qualifications (minimum N2 in Electrical Engineering plus Certified Red Seal Certificate) for the Lifts and Escalator Technician

T2.2-11 Record of addenda to tender documents (If any)

T2.2-12 Compulsory Enterprise Questionnaire

T2.2-13 Health and Safety Plan for General Building/ Lift related work

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2.1.2 Essential Returnable Schedules:

General:

- T2.2-14 Authority to submit tender
- T2.2-15 Schedule of proposed sub-contractors
- T2.2-16 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
- T2.2-17 RFQ Clarification request form
- T2.2-18 Proof of registration on the Central Supplier Database

Agreement and Commitment by Tenderer:

- T2.2-19 Non-Disclosure Agreement
- T2.2-20 RFP Declaration Form
- T2.2-21 RFP – Breach of Law
- T2.2-22 Certificate of Acquaintance with Tender Document
- T2.2-23 Service Provider Integrity Pact
- T2.2-24 Supplier Code of Conduct
- T2.2-25 Two (2) years audited financial statements

2.2 C1.1 Form of offer and Acceptance

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.6 C2.2 Pricing Data/ Price List

2.7 C3.1 Service information/specification/ Scope of Work

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T1.2 TENDER DATA

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

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (See www.cidb.org.za).

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance

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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

C.1.4	The Employer's agent is:	Senior Buyer
	Name:	Kebaabetswe Modise
	Address:	Transnet, Northern Region
	E – mail	Kebaabetswe.Modise@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 submission of the following information (For Scoring, failure to submit will result in 0% Scoring being allocated) **on or before the closing date of tender:**

- T2.2-1 CV's Key Persons
- T2.2-2 Quality Plan
- T2.2-3 Risk Assessment/Elements
- T2.2-4 Company Previous Experience
- T2.2-5 Method Statement
- T2.2-6 Specific Goals: 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.

2. Stage two: Mandatory (Failure to submit on or before the closing date of tender will result in disqualification of bid) - **Eligibility in terms of the Construction Industry Development Board and other requirements as listed below:**

- 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

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sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3SI or higher** class of construction work, are eligible to have their tenders evaluated; and in possession/ or submit of the following on or before the closing date of tender:

- T2.2-7 A valid 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
- T2.2-8 A valid CIDB Certificate in the correct designated grading – 3SI or higher.
- T2.2-9 Certified Lift and Escalator Inspector Certificate (This can be subcontracted)
- T2.2-10 Certified copy of proof of qualifications (minimum N2 in Electrical Engineering plus Certified Red Seal Certificate) for the Lifts and Escalator Technician
- T2.2-11 Record of addenda to tender documents (If any)
- T2.2-12 Compulsory Enterprise Questionnaire
- T2.2-13 Health and Safety Plan for General Building/ Lift related work

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 6GB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

3. Stage three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality (**with information obtained from documents submitted at stage 1**) will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70 points**.

Please refer to the attached evaluation criteria on how scores will be allocated.

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

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

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

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:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TP/2025/06/0002/97485/RFQ

1. The Tender Description: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months.

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Documents must be marked for the attention of:

Employer's Agent: Refilwe Ramothwala

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: 8H00 (AM) on the 24 June 2025

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

The tenderer is required to submit with his tender:

Mandatory Documents/ Requirements:

- T2.2-7 A valid 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
- T2.2-8 A valid CIDB Certificate in the correct designated grading – 3SI or higher.
- T2.2-9 Certified Lift and Escalator Inspector Certificate (This can be subcontracted)
- C.2.23 • T2.2-10 Certified copy of proof of qualifications (minimum N2 in Electrical Engineering plus Certified Red Seal Certificate) for the Lifts and Escalator Technician
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Essential Returnable Documents:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **Valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. Proof of registration on the Central Supplier Database;
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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

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

Functionality Criteria

Functionality shall be scored independently by not less than 2 (two) evaluators and averaged in accordance with the following schedules:

- T2.2-1 CV's Key Persons
- T2.2-2 Quality Plan
- T2.2-3 Risk Assessment/Elements
- T2.2-4 Company Previous Experience

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- T2.2-5 Method Statement

Each evaluation criteria will be assessed in terms of scores of as detailed in the evaluation sheet. The scores of each of the evaluators will be averaged, weighted, and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

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

Note: Transnet reserves the right to carry out an independent audit of the tenderer's 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;
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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. Therefore, in this bid process, the objective criterion to justify award of business to someone other than the highest ranked bidder will/ may be utilized based on the 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,
 - g) is able to break down quoted prices and provide realistic costs that will determine as to whether the Bidder will be able to deliver on the project or not,
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h) able to prove that they reside within the province where the work is required so to attain economies of scale which the Proof of Residence or the Provincial Office Premises indicating name of the bidders' entity in the province you are applying for. The areas of the province referred should fall within the jurisdiction of the province indicated in this tender,

NB: Accepted proof of residence documents as per Financial Intelligence Centre Act (38 of 2001) or 'FICA' are indicated in Annexure P: Acceptable Proof of Residence.

Bidders are to further note that throughout the evaluations, Transnet will conduct verification tests as part of evaluation e.g., verification of the submitted physical addresses to check the credibility of information submitted.

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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Transnet Property

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T2.2-1: Evaluation Schedule - Management & CV's of Key Personnel (See attached Evaluation Criteria for more information).

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T2.2-2: Evaluation Schedule – Quality Management Plan (See attached Evaluation Criteria for more information).

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T2.2-3: Risk Assessment:

(See attached Evaluation Criteria for more information).

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T2.2-4: Evaluation Schedule: Company Previous Experience

(See attached Evaluation Criteria for more information).

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T2.2-5: Evaluation Schedule: Method Statement

(See attached Evaluation Criteria for more information).

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T2.6: SPECIFIC GOALS POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 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 Transnet preferential procurement policy.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION LEVEL 1	10
EME or QSE 51% BLACK OWNED	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

- 1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points 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

Respondent's Signature

Date & Company Stamp

Transnet Property

Tender number: TP/2025/06/0002/97485/Rfq

Description of the Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months.

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- (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) **"Ownership"** means 51% black ownership
- (e) **"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;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"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);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE 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.
- (k) **"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);
- (l) **"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.
- (m) **"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

Transnet Property

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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

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1	10
EME or QSE 51% Black Owned	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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 Level of contributor – Level 1	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

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

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

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EME¹	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

- 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 Transnet or 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.....%

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- ii) The name of the sub-contractor.....
 iii) The B-BBEE status level of the sub-contractor.....
 iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

Respondent's Signature

Date & Company Stamp

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- 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 or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid 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:

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T2.2-7 Letter/s of Good Standing with the Workmen's Compensation Fund

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

Name of Company/Members of Joint Venture:

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

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T2.2-8: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3SI or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

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

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T2.2-9: Certified Lift and Escalator Inspector Certificate

(This can be subcontracted)

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T2.2-10: Certified Proof of Qualifications (Minimum N2 in Electrical Engineering plus Certified Red Seal Certificate) for the Lifts Technician.

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T2.2-12 : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	Date
_____	_____
Name	Position
_____	_____
Enterprise name	

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SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); 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; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION (LEVEL 1)	10
EME or QSE 51% BLACK OWNED	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE

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status level of contribution are not claimed.

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

2. DEFINITIONS

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

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3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 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

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency

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	Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	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

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

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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	
-----	--	----	--

[illegible]

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Transnet Property

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Description of the Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months.

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service provider
- ☐ Other 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;

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- (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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>
---	---

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 interest² 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

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

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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 employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Transnet Property

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- 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

Transnet Property

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T2.2-13: Health and Safety Method Statement for Lifts maintenance works:

Key elements

1. Health and safety (including PPE)
2. Maintenance approach
3. Quality control,
4. Quality assurance
5. Applicable Standards and regulations
6. Compliance to maintenance schedules
7. Compliance to key performance indicators

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T2.2-14: Authority to submit a Tender

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

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

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Description of the Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months.

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

**Transnet Property****Tender number:** TP/2025/06/0002/97485/RFQ**Description of the Works:** For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months.**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

Transnet Property

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T2.2-15: Schedule of Proposed Subcontractors

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

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans

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Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans

16. T2.2-16 TAX CLEARANCE CERTIFICATE

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TP/2025/06/0002/97485/RFQ	ISSUE DATE:	10 June 2025	CLOSING DATE:	24 June 2025	CLOSING TIME:	08:00 AM
DESCRIPTION	FOR THE PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY BREAKDOWN REPAIRS, AND AD HOC SERVICES FOR LIFTS AT NZASM BUILDING IN TRANSNET SOC LIMITED TRADING AS TRANSNET PROPERTY IN THE NORTHERN REGION, ON AS AND WHEN BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS						
BID RESPONSE DOCUMENTS SUBMISSION							
<p>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.</p> <p>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> Log on to the Transnet e-Tenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use Google Chrome to access Transnet link/site free of charge); 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. No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net 							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Kebaabetswe Modise			CONTACT PERSON	Kebaabetswe Modise		
TELEPHONE NUMBER	N/A			TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Kebaabetswe.Modise@Transnet.net			E-MAIL ADDRESS	Kebaabetswe.Modise@Transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

Description of the Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months.

.....

[illegible]

Transnet Property

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T2.2-18: Proof of registration with National Treasury Central Supplier Database (CSD).

Transnet Property

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T2.2-19 NON-DISCLOSURE AGREEMENT

JUNE 2025

Transnet Property

Tender number: TP/2025/06/0002/97485/RFQ

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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 2023 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**], 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

Tender number: TP/2025/06/0002/97485/RFQ

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the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
 - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is

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confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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.

2.5 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.

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4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

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- 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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T2.2-20: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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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.
8. We have acquainted ourselves and agree with the content of T2.2-16 "Service Provider Integrity Pact".

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

Transnet Property

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IMPORTANT NOTICE TO TENDERERS

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

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T2.2-21: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

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T2.2-22 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING

ENTITY: _____

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

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Description of the Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months.

T2.2-23 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")

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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:

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- 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 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.

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- 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 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.

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- 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.
- 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

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- 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

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exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/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.

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Description of the Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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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

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-
- 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 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 has 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.

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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
- 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.

Transnet Property

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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.

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

Transnet Property

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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.

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- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
 - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).
- 2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.***
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).
- 3. *Transnet’s relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.***
- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and

Transnet Property

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-
- 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.

Transnet Property

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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



Transnet Property

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T2.2-25: Two (2) years audited financial statements.

Attached to this schedule is the last two (2) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

**Transnet Property**

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Description of the Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months.

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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 service for:

The provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months

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 draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

The original offered total of the Prices exclusive of VAT is	R
Less- Negotiated Discount Amount of	R
The new offered total of the Prices exclusive of VAT is	R
VAT @ 15%	R
The new offered total of the Prices inclusive of VAT is	R
(in words)	

If Option E or F apply, for each offered total insert in brackets, "(Not Applicable – Cost reimbursable)"

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

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Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	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 when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s)

Name(s)

Capacity

_____	_____
_____	_____
_____	_____

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**for the
Employer** Transnet SOC Ltd

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

.....
Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

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Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness

Date

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C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list W1: Dispute resolution procedure
	and secondary Options	X2 Changes in the law X13 Performance Bond X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (name):	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Property 171 Minaar Street Pretoria South Africa
	Tel No.	031 361 4410

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10.1	The <i>Service Manager</i> is (name):	Livhuwani Khohomela
	Address	171 Minaar Street, Pretoria, South Africa
	Tel	
	e-mail	Livhuwani.khohomela@transnet.net
11.2(2)	The Affected Property is	In respect of each Task Order, the identified portion of the South African Property Network
11.2(13)	The <i>service</i> is	1. Description of Works: FOR THE PROVISION OF PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY BREAKDOWN REPAIRS, AND AD HOC SERVICES FOR LIFTS AT NZASM BUILDING IN TRANSNET SOC LIMITED TRADING AS TRANSNET PROPERTY IN THE NORTHERN REGION, ON AS AND WHEN BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS
	The following matters will be included in the Risk Register	(a) <i>Cancellation of track occupations at short notice.</i> (b) <i>The shortage of pilots to move machines between depots.</i> (c) <i>Work on railway track near live OHTE electrical equipment holds a danger of electrocution for workers.</i> (d) <i>Working on a railway line adjacent to lines on which rail traffic continue to run holds the risk of injury or death to workers.</i> (e) <i>Dry vegetation at or near most worksites is a fire hazard.</i>
11.2(15)	The Service Information is in	The Scope of Services
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	36 Months

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4	Testing and defects	No additional data is required for this section of the conditions of contract.
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	
	60.1(15) A weather measurement is	determined by a suitable weather station most conveniently located in the Affected area
	60.1(15) The <i>weather data</i> is	the weather data issued with the Task Order or within [5 days] thereof, covering the area in which the Affected Property is situated, or if not so issued the national weather data available from the South African Weather Services
7	Use of Equipment Plant and Materials	No additional data is required for this section of the conditions of contract.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	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>Service Provide</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.

Tender number: TP/2025/06/0002/97485/RFQ

Description of Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months

84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	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.
84.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The total of the prices.
84.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The total of the prices.
84.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The total of the prices.
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Monthly
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator</i> nominating body is: If no <i>Adjudicator</i> nominating body is entered, it is	The Association of Arbitrators (Southern Africa)

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Description of Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months

W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X17 Low service damages

X17.1 The *service level table* is in

Performance level	% achieved of performance against Tw for each task order	Low service damages for each task order
Rate of production X Availability	99-100% performance achieved	R0 (nil)
	95 - 98% performance achieved	2,5% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)
	90 – 94% performance achieved	5% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)
	88-89% performance achieved	7,5% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)
	86-87% performance achieved	10% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)
	84-85% performance achieved	12,5% of the Price for Services Provided to Date in terms of the Task Order (Item 1.1 of Price List)
	<84% performance achieved	15% of the Price for Services Provided in terms of the Task Order (Item 1.1 of Price List)

X18 Limitation of liability

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	In respect of each Task Order 10% of the total of the Prices for the Task Order or R1,000,000.00 (One million Rand), whichever is the higher amount.
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Tender number: TP/2025/06/0002/97485/RFQ

Description of Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months

X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the deductible in terms of the <i>Employer's</i> arranged insurance.
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	in respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.
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	<p>in respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.</p> <ul style="list-style-type: none"> • The <i>Contractor's</i> total liability for the additional excluded matters is not limited. • The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	1 (One) month after the completion of the <i>services</i> at a specific Affected Property or the completion of a Task Order (whichever is applicable).
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 (five) days of receiving the Task Order.
Z	<i>Additional conditions of contract</i>	
Z1	Obligations in respect of Termination	
Z1.1		•
Z1.2	Termination Table	
Z1.3		
Z2	Right Reserved by Transnet to Conduct Vetting through SSA	

Tender number: TP/2025/06/0002/97485/RFQ

Description of Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months

Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
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Z3 Additional clause relating to Collusion in the Construction Industry

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

Z4.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
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Tender number: TP/2025/06/0002/97485/RFQ

Description of Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months

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) 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(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .	
11.2(14)	The following matters will be included in the Risk Register	
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	(in figures) (in words), excluding VAT

Tender number: TP/2025/06/0002/97485/RFQ

Description of Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months

Transnet Property.

Tender number: TP/2025/06/0002/97485/RFQ

Description of Works: For the provision of preventative maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building in Transnet SOC Limited trading as Transnet Property in the Northern Region, on as and when basis for a period of thirty-six (36) months

C1.3 Forms of Securities

Pro formas for Bond & Guarantee

For use with the NEC3 Term Service Contract - (April 2013).

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

Option X13: Performance Bond

Pro forma document for this bond and guarantee is provided here for convenience but are to be treated as part of the Works Information.

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

Pro forma Performance Bond (for use with Option X13)

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

Date:

Dear Sirs,

Performance Bond for Contract No.

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

{Insert registered name of the *Employer*}

(the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

1. The terms *Employer*, *Contractor*, *Service Manager*, *works* and *Completion Certificate* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from exceptions which might or could be pleaded against the validity of this performance bond.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
 - the date that the Guarantor receives a notice from the *Service Manager* stating that the *Completion Certificate* for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or

- the date that the Guarantor issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Service Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Service Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
 6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Service Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
 7. Our total liability hereunder shall not exceed the sum of:

(say)

R _____

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

Signed at _____ on this _____ day of _____ 201_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Price List	3
C2.3	Labour Rates	5
C2.4	Price Rates	7

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
and
defined
terms**

- 11.2 (17) The Price for Services Provided to Date is the total of
- the Price for each lump sum item in the Price List which the *Contractor* has completed and
 - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

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

1.3 Measurement and Payment

- 1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.
- 1.3.3 The 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.



TRANSNET PROPERTY

DESCRIPTION OF WORKS: THE PROVISION OF PREVENTIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY BREAKDOWN REPAIRS, AND AD HOC SERVICES FOR LIFTS AT NZASM BUILDING FOR TRANSNET SOC LIMITED TRADING AS TRANSNET PROPERTY IN THE NORTHERN REGION ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

C2.2 Price List

Item no	Description	Quantity	Units	Rate	Total Price
1. Allowance for Preliminaries and Generals					
1.1.	Allowance for Occupational health and safety (Incl. safety file, PPE, and other regulatory requirements applicable to the industry)	1	Item	N/A	R
1.2.	Allowance for Annexure B for four lifts.	1	Each	R	R
TOTAL					R

2. Provisional Sum for Spares and Materials					
Item no	Inventory number	Quantity	Unit	Rate	Price
2.1.	Provisional Sum for spares and materials for 36 months	1	Sum	N/A	R
TOTAL					R

3. Lift Gearbox Replacement (PE 3065)					
Item no	Inventory number	Quantity	Unit	Rate	Price
3.1.	Supply, deliver, replace the existing lift gearbox, test, and commission the lift with a replaced component.	1	EA	R	R
TOTAL					R

TRANSNET PROPERTY
DESCRIPTION OF WORKS: THE PROVISION OF PREVENTIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY BREAKDOWN REPAIRS, AND AD HOC SERVICES FOR LIFTS AT NZASM BUILDING FOR TRANSNET SOC LIMITED TRADING AS TRANSNET PROPERTY IN THE NORTHERN REGION ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

4. Comprehensive Lift Maintenance									
(Complete maintenance as per Part C3 1 Annexure 2 Activity Schedules)									
Item no	Inventory number	Quantity	Unit	Unit Rate – Year 1 (Monthly)	Total Year 1	Unit Rate – Years 2 (Monthly)	Total Year 2	Unit Rate – Year 3 (Monthly)	Total Year 3
4.1.	Electrical Lift Nzasm Building Lift no PE 3065 (Passenger)	1	Monthly	R	R	R	R	R	R
4.2.	Electrical Lift Nzasm Building Lift no PE 3066 (Passenger)	1	Monthly	R	R	R	R	R	R
4.3.	Electrical Lift Nzasm Building Lift no PE 3067 (Passenger)	1	Monthly	R	R	R	R	R	R
4.4.	Electrical Lift Nzasm Building Lift no PE3068 (Passenger)	1	Monthly	R	R	R	R	R	R
TOTAL COMPREHENSIVE LIFTS MAINTENANCE FOR 36 MONTHS									R



TRANSNET PROPERTY

DESCRIPTION OF WORKS: THE PROVISION OF PREVENTIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY BREAKDOWN REPAIRS, AND AD HOC SERVICES FOR LIFTS AT NZASM BUILDING FOR TRANSNET SOC LIMITED TRADING AS TRANSNET PROPERTY IN THE NORTHERN REGION ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Price List Summary Table	
Description	Service Cost for 36 months
Allowance for Preliminaries and Generals	R
Provisional Sum for Spares and Materials	R
Lift Gearbox Replacement (PE 3065)	R
Comprehensive Lift Maintenance	R
GRAND TOTAL Excl. VAT	R
VAT	R
GRAND TOTAL Incl. VAT	R
Transfer this GRAND TOTAL to form of Offer and Acceptance	



TRANSNET PROPERTY
DESCRIPTION OF WORKS: THE PROVISION OF PREVENTIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY BREAKDOWN REPAIRS, AND AD HOC SERVICES FOR LIFTS AT NZASM BUILDING FOR TRANSNET SOC LIMITED TRADING AS TRANSNET PROPERTY IN THE NORTHERN REGION ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

C2.3 Price Rates

All Rates must be excluding VAT.

1. Normal office hours: (07h30 to 16h00)

Chief Technician	R...../ hour.
Lift Technician	R...../ hour.
Assistant	R...../ hour.

2. Overtime weekdays and Saturday:

Chief Technician	R...../ hour.
Lift Technician	R..... / hour.
Assistant	R...../ hour.

3. Sundays and Public Holidays:

Chief Technician	R...../ hour.
Lift Technician	R...../ hour.
Assistant	R...../ hour.

4. Mark up on materials and spares:

MARK-UP ON MATERIALS	
VALUE of MATERIAL	% MARK-UP
R0 up to R9 999.99	
R10 000.00 up to R49 999.99	
R50 000.00 up to R99 999.99	
R100 000.00 up to R199 999.99	
R200 000.00 and above.	

5. Mark up on third party procured items/services:



TRANSNET PROPERTY

DESCRIPTION OF WORKS: THE PROVISION OF PREVENTIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY BREAKDOWN REPAIRS, AND AD HOC SERVICES FOR LIFTS AT NZASM BUILDING FOR TRANSNET SOC LIMITED TRADING AS TRANSNET PROPERTY IN THE NORTHERN REGION ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

MARK-UP ON MATERIALS	
VALUE of MATERIAL	% MARK-UP
R0 up to R9 999.99	
R10 000.00 up to R49 999.99	
R50 000.00 up to R99 999.99	
R100 000.00 up to R199 999.99	
R200 000.00 and above.	

6. **Contractor** will provide Transnet Property with a minimum of 2 (Two) quotations to ensure the most feasible pricing is achieved.

7. Callouts and Travelling Costs

The call-out rates shall include travelling costs as per AA rates R/km.

8. Preservation Costs:

Item no	Description	Quantity	Unit	Rate
8.1.	Electrical Lift Nzasm Building Lift no PE 3065 (Passenger)	1	Monthly	R
8.2.	Electrical Lift Nzasm Building Lift no PE 3066 (Passenger)	1	Monthly	R
8.3.	Electrical Lift Nzasm Building Lift no PE 3067 (Passenger)	1	Monthly	R
8.4.	Electrical Lift Nzasm Building Lift no PE3068 (Passenger)	1	Monthly	R

C3: Scope of Work: Service Information

Definitions:

In this Scope of Work:-

- 1) **“access-delayed time”** means the time taken from arrival on the *Site / Affected Property* by the Contractor, his sub-contractor or specialist-contractor and requesting access to the *Site / Affected Property* from the *Employer* or his Tenant until the time access is given.
- 2) **“ad hoc works”** also known as **“minor works”** means any repair (s), replacement (s) of component (s) or additions/alterations of the installations other than inspection, repairs, servicing or replacement listed in this contract.
- 3) **“affected property”** shall those premises/sites listed in this scope of work or any building/structure/premises within the geographical area applicable to this agreement.
- 4) **“break-down”** means a specific type of failure, where an item of an installation or equipment is completely unable to function.
- 5) **“call-out”** means an installation or related failure, requiring the Contractor to visit the *Site / Affected Property* outside of the scheduled maintenance period.
- 6) **“chargeable items”** mean the cost of replacement components or repairs required to maintain a reliable and safe Installation (excluding consumable items) and which are not covered under this Contract.
- 7) **“corrective maintenance’ (CM)”** means any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity may consist of repair, restoration or replacement of components.
- 8) **“documentation”** means and includes any drawings, diagrams, calculations, designs and documents which are to be supplied to the Employer by the Contractor in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the Employer.
- 9) **“down-time”** the time that an item of equipment is out of service, as a result of equipment failure. The time that an item of equipment is available, but not utilized is generally not included in the calculation of downtime.
- 10) **“drawings / diagrams”** means drawings / diagrams referred to in the Specification and any modification of such drawings / diagrams approved in writing by the Employer and such other drawings / diagrams as from time to time may be furnished or approved in writing by the Employer.
- 11) **“emergency maintenance (EM)”** means maintenance work carried out in order to avert an immediate safety or environmental hazard, or to correct a failure with significant economic impact. This will be a danger to people, damage to property or the *Site / Affected Property*.
- 12) **“installation”** means the lift installation and all related equipment on / in the *Site / Affected Property*.

Transnet Property

Contract number: TP/2025/06/0002/97485/RFQ

Description of The Works: Provision Of Preventive maintenance, Corrective maintenance, Emergency breakdown repairs, and Ad Hoc Services For Lifts At Nzasm Building, On As And When Basis For A Period Of 36 Months

- 13) **"licences"** means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).
- 14) **"maintenance"** or **"check"** shall mean the efficient and effective examination, inspection, recording, deduction or calculation, service, repair and or replacement of components and parts of a unit / system / installation so that the unit / system / installation complies with the manufacturers, design and commissioning operational specifications and statutory / Employer requirements. This includes the cleaning, removal of components and waste, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention and touch up paint of the unit / system / installation.
- 15) **"maintenance plan"** will bear the same meaning as Contractors Plan.
- 16) **"non-inclusive contract"** will mean that Plant and Equipment (material) is excluded except that refer to in equipment of this scope of work below, The cost and quantity of spares and material is uncertain and therefore excluded.
- 17) **"normal working-hours"** means office hours, from 07h30 to 16h00 Monday to Friday excluding Public Holidays in South Africa.
- 18) **"person"** includes, a natural person, a partnership, a business trust, a foundation, any company or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated.
- 19) **"preventative maintenance (PM)"** means the maintenance carried out at pre-determined intervals or corresponding to criteria and intended to reduce the probability of failure or the performance degradation of an Installation or equipment.
- 20) **"property"** means any movable, immovable or intellectual property or any right to such property.
- 21) **"repair"** means put into good condition after damage or wear, any component that forms part of the Installation or Equipment.
- 22) **"scheduled maintenance (SM)"** means the systematic inspection, cleaning, making of minor adjustments, testing, calibrating, measuring and recording, replacing of minor parts, and any other similar measures necessary to prevent deterioration, to assure reliability and availability.
- 23) **"scope of work"** will bear the same meaning as Service Information.
- 24) **"sensitive security area"** refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Contractor.
- 25) **"services"** means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Contractor, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Scope of Work.
- 26) **"Service manager"** – a person appointed by the *Employer* in accordance to NEC TSC standard, responsible for issuing instructions to the *Contractor*, management of the *Contractor* and Service provided by the Contractor in terms of this scope of works.
- 27) **"shut-down maintenance"** means maintenance that can only be performed while equipment is shut down (equipment is turned off).

Transnet Property

Contract number: TP/2025/06/0002/97485/RFQ

Description of The Works: Provision Of Preventive maintenance, Corrective maintenance, Emergency breakdown repairs, and Ad Hoc Services For Lifts At Nzasm Building, On As And When Basis For A Period Of 36 Months

- 28) **"site"** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of the Employer.
- 29) **"specifications"** the document to which is referred in this Scope of Work, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.
- 30) **"supervision"** means a competent person appointed by the Contractor to be on-site and responsible for the management of the Contractor's staff and Service provided in terms of this Scope of Work.
- 31) **"technical information"** means and includes all information provided in the Specification, together with all drawings, diagrams, calculations, designs, Specification and other pertinent documents as may from time to time be furnished in writing by the Employer to the Contractor in connection with the Contractor's Services.
- 32) **"tenant"** means any Person (including BU's of Transnet other than Transnet Property) with his staff, client's and service providers with whom the Employer has entered into a lease agreement for the whole or a portion of the Site / Affected Property.
- 33) **"tenant installation"** means all services, equipment and or installations paid for and owned by Other and not specifically describe as part of this Contract.
- 34) **"transnet property"** means – a specialist unit of Transnet (Soc) Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Group Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto;
- 35) Expressions defined in this Scope of Work shall bear the same meanings in the specifications, schedule or annexure to this Scope of Work which do not themselves contain their own definitions;
- 36) Schedules and/or annexures to this Scope of Work shall be deemed to be incorporated into and form part of this Scope of Work and as such each reference herein to "the Scope of Work" shall be deemed to include a reference to all such schedules and/or annexures.

1. Employer's objectives

- 1.1. The *Employer's* objective is to enter into a term service contract with the *Contractor* to provide Preventative maintenance, Corrective maintenance, Emergency breakdown repairs, and Ad Hoc services for the Lifts at Nzasm Building on As and When basis for a period of 36 Months to satisfy legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993).

2. Executive overview

- 2.1. The Employer is desirous that its Employees, Tenants and Others should receive the Service in order to ensure that the Installation/s in or on the Affected Property will comply with all related standards through the conclusion of this Term Service Contract with the Contractor.
- 2.2. The Scope of Work covers the provision of preventative, corrective and emergency maintenance services for Lifts installation in or on the Affected Property to ensure the safe and efficient operation of the Installations.

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- 2.3. Service objectives, without in any way limiting Contractor's obligations, are such that the Contractor shall ensure:
- 2.3.1. the safety and comfort of passengers using the Installation;
 - 2.3.2. the accuracy of operation and reliability of the Installation's performance;
 - 2.3.3. that preventative maintenance is carried out at all times;
 - 2.3.4. that the Installation and associated spaces are kept clean and presentable at all times;
 - 2.3.5. that the Service is carried out in a programmed sequence (CONTRACTOR'S MAINTENANCE PROGRAM) in order to protect the Employers investment;
 - 2.3.6. that equipment is maintained and operated in accordance with the original or revised design specifications / parameters at all times;
 - 2.3.7. that all wearing parts are replaced timeously, thereby limiting the incidence of breakdowns, unplanned maintenance or repair and consequently maintaining maximum Installation availability; and,
 - 2.3.8. that the downtime does not exceed the maximum allowable downtime as specified in EMERGENCY CALL-OUT SERVICE AND DOWNTIME OF EQUIPMENT.
- 2.4. The Service shall be executed in accordance with the latest edition / amendment of the following inter alia:
- 2.4.1. The Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act.
 - 2.4.2. Lift, Escalator and Passenger Conveyer Regulation 2009
 - 2.4.3. Electrical Wiring Regulations SANS 10142-1 & 2
 - 2.4.4. National Building Regulations SANS 10400.
 - 2.4.5. The Regulations and By-laws of the Local Authority.
 - 2.4.6. The local Fire Department Regulations.
 - 2.4.7. Basic Conditions of Employment Act 75 of 1997
 - 2.4.8. Hazardous substance act 15 of 1973
 - 2.4.9. The Occupational Health and Safety Act, 1993
 - 2.4.10. The Construction Industry Development Board Act No. 38 of 2000 and amendments
- 2.5. The above documentation shall be kept on site by the Contractor at all times, inclusive of the Contractor's Safety file.

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3. Description of the services

- 3.1. The Services is the provision of preventative, corrective and emergency maintenance of Lift and hoist Installations, together with all ancillary equipment, including: replacement of faulty / worn out components; adjustments; and, minor new works, all in situ and on a planned basis on/in the Site (indicated in Annexure 2 – Affected properties included in this contract) as described in the applicable Activity Schedules and any other documents attached to this Scope of Work, or any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the Service in accordance to the true meaning and intent of this Contract.
- 3.2. The Contractor shall undertake full responsibility for the inspection, testing, servicing and maintenance of the Installation and shall warrant at all times the operational safety thereof, all in terms of the Occupational Health and Safety Act, 1993, Conveyor Regulations, 2010; and, applicable SANS specifications and shall, on behalf of the Employer, maintain the necessary records stipulated by the Act and Regulations.
- 3.3. The Contractor shall during the first inspection of the existing installation on/in the Site/ Affected Property:
 - 3.3.1. Check the correctness of As-built Installation drawings/diagrams and documentation, where needed update this drawings/diagrams and thereafter kept it updated for the duration of this Contract. One copy of the drawings/diagrams and documentation will be handed over to the Service Manager (Building/Centre Manager). One copy of the drawings/Diagrams and documentation enclosed in plastic protection sleeves shall be located and retained in suitably sized and constructed steel cabinets/enclosures situated within the machine room. Any amendments to these wiring diagrams and documentation reprinted by the contractor within a ten (10) days period after such change occurring.
 - 3.3.2. Within two (2) weeks of notification of acceptance of the tender, the Contractor shall submit to the Employer for his approval and acceptance a Contractors Plan / Maintenance Plan. No deviation from programmed dates will be allowed once agreed between the Employer and the Contractor. The first payment certificate will not be passed for payment until this program has been lodged and approved by the Employer.
 - 3.3.2.1. Acceptance of the Contractors Plan / Maintenance Plan by the Employer shall not limit in any way the Contractor's responsibility to undertake whatever Service that is required during the Contract period to ensure safe operation of the Installations. The Plan shall be structured and implemented so as to ensure a maximum Installation operation and minimise downtime.
 - 3.3.2.2. The Employer may order alterations, extras, additions to or omissions from the Services however it will not be of any force or effect unless reduced to writing. The Contractor shall carry out or give effect to such orders from the Employer. The rates for such work shall be agreed between the Contractor and the Employer, where rates are not quoted for in the Price List / Rates.
 - 3.3.3. Examine the Installation in accordance with the manufacturer's maintenance instruction or where such instructions are not available the Contractor shall use his own maintenance instructions that will also include those set out in the attached Activity Schedules and update the relevant Activity Schedules for approval by the Employer.
 - 3.3.3.1. This activity schedules shall be neatly bound and serve as a plant logbook for the installation.

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- 3.3.3.2. The abovementioned plant logbook located in the machine room shall maintain accurate records of all service procedures, site visits, stoppages, breakdown, planned repairs and safety related equipment operation tests and checks.
- 3.3.3.3. After each service, repair, or call-out he shall enter, sign and date remarks in the plant and other logbooks and provide copies to the Service Manager.
- 3.3.3.4. Failing to provide the Service manager with the relevant documents/copies will cause the installation to be seen as not being serviced and an amount will be deducted from the Contractor's monthly invoice.
- 3.3.4. Survey each of the Sites and identify the type of installation(s) and the equipment associated with the Installation; check correctness of the Inventory List (Annexure 3 – INVENTORY LIST); and, where necessary update this information and thereafter keep it updated for the duration of this Contract.
- 3.3.5. Conduct the condition assessment of all the lifts by the chief Technician with and provide a comprehensive report which shall be provided to the Employer with a detailed and fully motivated quotation for work immediately necessary to bring the Installation into a maintainable condition.
 - 3.3.5.1. This quotation will include the items discussed in this Scope of Work. This quotation shall be submitted to the Employer for his consideration and decision as to the necessity for the work.
 - 3.3.5.2. Failure to comply with this requirement shall imply that the Contractor accepts the Installation as being in sound working order and a satisfactory state of repair at the commencement of his Contract.
- 3.3.6. Provide a set of applicable Activity Schedules per Site that will be neatly bound to serve as a plant logbook for the Installation on the particular Site. The objective is to:
 - 3.3.6.1. Maintain equipment and equipment operation at all times in accordance with the original revised design specifications/parameters.
 - 3.3.6.2. Replace all parts timeously, thereby limiting the incidence of breakdowns, unplanned maintenance or repair and consequently maintain maximum equipment operation.
 - 3.3.6.3. Ensure that the downtime does not exceed the maximum allowable downtime as specified.
 - 3.3.6.4. Check the correctness and/or relevance of all Activity Schedules and where necessary provide the Employer with proposed amendments.
 - 3.3.6.5. Be responsible for the accuracy of the text and/or quantities written into the plant logbook and shall update the documents after the first inspection of this contract.
 - 3.3.6.6. Thereafter ensure that no alterations, deletions or additions are made in the text and/or quantities of the plant logbook without the approval of the Employer. Any alteration, deletions or additions not approved by the Employer will not be recognised and the original wording and or quantities of the specific document will be adhered to.
- 3.4. The Contractor shall within thirty (30) days of notification of acceptance of the tender, provide the Employer with a customer communication logbook situated at a mutually agreed location for effective two-way communication, between the Employer and the Contractor. This communication logbook shall accurately record each and every site visit.

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- 3.5. The Contractor shall as of the preventative and corrective maintenance, systematically examine the Installation in accordance with all regulations, the Contractor's Maintenance Program, this Scope of Works, the manufacturer's specification, the Activity Schedules, and shall perform the necessary adjustments, component replacements, cleaning and lubrication including:
 - 3.5.1. Being responsible for making arrangements with the Service Manager regarding the availability of the Installation for the purpose of servicing and/or repairs.
 - 3.5.2. Checking performance of sub-systems and control components against commissioning data and set points and re-commission or recalibrate if necessary.
 - 3.5.3. Examining, cleaning and equalizing tensions of all hoist, governor and compensation ropes. Renewing of all ropes, when the rope-wear or condition no longer complies with the manufacturer's specification and/or the requirements of the Occupational Health and Safety Act, 1993 with regards to the maintenance and discarding of wire ropes. The ropes shall at all times produce an acceptable lift operation and shall ensure an adequate safety factor.
 - 3.5.4. Repairing and/or replacing all electrical wiring and conductors extending to all parts of the Installation from the load side of the main breaker switch, distribution panels or other points of supply in the machine room.
 - 3.5.5. Keeping the guide rails clean and properly aligned to ensure smooth and quiet operation.
 - 3.5.6. Ensuring that all oil reservoirs are kept properly sealed to prevent leakage.
 - 3.5.7. Cleaning and maintaining all motor / plant rooms, shafts and pits; keeping them in a neat and tidy condition and removing all debris and surplus materials from the Site.
 - 3.5.8. Keeping the motor room floor, exterior of the machinery and any other parts of the Installation, properly painted and presentable at all times.
 - 3.5.9. Visually inspecting lift floor levels and pits.
 - 3.5.10. Informing the Employer at least thirty (30) days prior to the tests. The results and dates of all tests shall be recorded in the plant logbook.
 - 3.5.11. Conducting all necessary tests including, but not limited to the following:
 - 3.5.12. Thoroughly testing car and landing door locks mechanical and electrical, car door leading edge safety devices, emergency alarm bells, intercom and car door open buttons.
 - 3.5.13. Thoroughly testing the electrical safety contacts, safety gear electrical contacts, governor electrical contacts.
 - 3.5.14. Thoroughly testing the main hoisting ropes, final limits, governor rope and selector rope/tape.
 - 3.5.15. Thoroughly testing the car and counterweight safety gear, speed governors, main brakes and buffers.
 - 3.5.16. Thoroughly testing by actuating the lift break-glass unit or fire signal, the lift emergency fire control operation (**at intervals not exceeding 3 months**).
 - 3.5.17. Thoroughly testing by simulation, the lift emergency stand-by power controls operation (**at intervals not exceeding 3 months**).

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- 3.5.17.1. It is understood that the Employer or its duly appointed agents shall carry out emergency generator tests at regular intervals and this shall include testing of the lift's emergency power operation.
- 3.5.17.2. The Employer shall notify the Contractor at least forty-eight (48) hours prior to the emergency power test.
- 3.5.17.3. Should the emergency power test reveal that the lifts do not operate in accordance with the manufacturer's specifications, the Contractor shall be contacted and at no additional cost to the Employer, a technician experienced in the operation of the lift's emergency power operation shall immediately correct the situation.
- 3.5.17.4. Should it be established that the call-out was not as a result of defective lift equipment, the Contractor shall be entitled to charge the Employer for the call-out at the applicable call-out rates.
- 3.5.18. Adjusting and functionally cleaning system components.
- 3.5.19. Lubricating all moving parts.
- 3.5.20. Checking and adjusting safety devices in accordance with equipment supplier's instructions.
- 3.5.21. Cleaning all plant rooms and keeping them in a neat and tidy condition and remove all debris and surplus materials from the Site.
- 3.5.22. Touching-up paint on equipment to minimise deterioration and to keep in an acceptable and neat condition.
- 3.5.23. Furnishing a written report following each inspection and/or emergency call, incorporating a description of the malfunction and remedial action taken.
- 3.5.24. Attending meetings from time to time with the Employer in order to discuss any technical matters and progress that require clarification or action, as and when required by the Employer or his representative.
- 3.5.25. Submitting estimates to the Employer for the cost of repairs or replacements that become necessary, and upon receipt of instructions to that effect put the work in hand.
- 3.5.26. Immediately reporting the need for emergency repairs to the Employer for further instructions.
- 3.5.27. Forwarding copies of the log sheets, complaints received and service sheets on a monthly basis to the Employer or his representative.
- 3.5.28. Providing an emergency call-out service on a 24-hour basis.
- 3.5.29. Directing and supervising personnel to ensure efficient and timely execution of the Service in co-operation with the Employer or his representative.
- 3.5.30. Directing and monitoring specialist sub-contractors.
- 3.6. The Contractor's obligations shall include repairing or replacing of:
 - 3.6.1.1. motors, generators, brushes, brush holders, windings, commutators and any rotating elements,
 - 3.6.1.2. gear parts and drive sheaves,

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- 3.6.1.3. brake motors, brake coils, brake linings,
 - 3.6.1.4. electronic components, printed circuit boards, relays,
 - 3.6.1.5. solid state drive units,
 - 3.6.1.6. contact coils, resistances, controller parts and conductor cables,
 - 3.6.1.7. traction, compensation and governor wire ropes,
 - 3.6.1.8. rollers and liners for car and counterweight guide shoes,
 - 3.6.1.9. door equipment including motors, gear chains, locks, links, rollers, shoes and tracks,
 - 3.6.1.10. hydraulic pumps and motors, cylinders, pistons, rings, seals, valves and hydraulic piping,
 - 3.6.1.11. lamps and fittings for car lighting, indicator lamps, direction signal lamps and for lighting of the lift shaft, machine room and other mechanical parts,
 - 3.6.1.12. safety devices,
 - 3.6.1.13. bearings and bushes,
 - 3.6.1.14. lift handrail,
 - 3.6.1.15. any other mechanical, electrical and electronic parts considered necessary,
 - 3.6.1.16. all accessory equipment when considered necessary by the Contractor to ensure smooth and quiet operation and, except where roller guides are used, to keep the guide rails properly lubricated.
- 3.6.2. Renew all wire ropes as necessary to maintain the required factor of safety and equalise the tension on all hoisting ropes; and
- 3.6.3. Examine periodically as necessary all safety devices and governors and perform safety tests and inspections as prescribed in the Act.
- 3.6.4. It is employer's responsibility to provide the above-mentioned parts (See section 3.6.1.1 to 3.6.1.16), if not included in the cost of this contract, if included the necessary approval process shall be followed as outlined in the contract, this may include approval for re-repairs and re-engineering of equipment.
- 3.7. The Contractor shall maintain the plant and other logbooks of the Installation that are kept on the Site which contains such data and information that is required.
- 3.8. The Contractor shall at all times upon arrival on the Site for each inspection / service or call-out, report to the Service Manager in order to ascertain the reason for the call-out, and/or to obtain information with regard to any problems with the Service and or Installation on the Site.
- 3.9. Failing to report to the Service Manager will cause the Installation to be seen as not being serviced and an amount will be deducted from the Contractor's monthly invoice. Refer to Contract Data (Part one) Option X17
- 3.10. The Employer shall, at the request of the Contractor, arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.
- 3.11. Installation modernisation:
- 3.11.1. The Employer may, at any time for the purpose of the replacement, renewal, upgrading or refurbishing of the Installation, withdraw such equipment from the Contract, either by removing a single lift or by terminating the Contract as a whole. Such replacement, renewal, upgrading or refurbishing may be undertaken under a separate contract by invitation of new tenders or by negotiation with the Contractor.
 - 3.11.2. Should the Installation be modernised or refurbished, the Employer reserves the right to appoint any contractor of its choice for the modernisation or refurbishment.

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3.11.3. Upon termination or variation payment of cost for the Service will likewise terminate or will be reduced by the number of items withdrawn from the Contract.

3.11.4. If a lift is switched off (electrically isolated) for periods exceeding one (1) month during the modernisation period, the Contractor shall credit the Employer eighty-five percent (85%) of the maintenance fees applicable to the switched off lift. The fifteen percent (15%) will be for Contractor to acquire the necessary knowledge and skill to maintain the modernised equipment after completion by the other contractor.

3.11.5. Should the modernisation be awarded to a third party (not the Contractor), the Contractor shall assume no responsibility of any nature, for the safety of any person/s or goods affected by the said electrically isolated lift.

3.11.6. On completion of the modernisation by the third party and prior to the Contractor continuing with the maintenance of the modernised equipment, the Contractor shall carry out a detailed inspection of the said equipment to verify that the modernisation works in no way affects the Contractor's ability to continue effectively maintaining the Installation under this Contract.

3.12. Preservation maintenance

3.12.1. If the building occupancy drops to a level insufficient for the use of the Installation, the Employer at its discretion may elect to switch off one or more lifts in any bank of lifts and place the isolated lifts on preservation maintenance which shall be carried out in accordance with the requirements of this Contract.

3.12.2. Where the Employer notifies the Contractor in writing and takes one or more lifts out of service, the Contractor shall provide preservation maintenance for that lift as follows:

3.12.2.1. The isolated lift(s) shall remain subject to the Service objectives as appropriate.

3.12.2.2. Lifts will be isolated in rotation on a monthly cycle to balance the usage factor.

3.12.2.3. Each lift shall be fully tested for operation and safety at the end of its isolation period and prior to being placed back into normal service.

3.12.2.4. Any alterations to controller logic to optimize the operational performance made necessary by the isolation of a lift shall be carried out by the Contractor and charged as an additional Service (Task Order).

3.12.2.5. The Contractor shall advise the frequency and scope of routine maintenance work during the preservation maintenance period. Monthly reports shall be provided on Service performed.

3.12.2.6. The cost for preservation maintenance shall not include any allowance for call-out service applicable to the isolated unit(s).

3.13. Low Occupancy of Buildings:

3.13.1. The Contractor agrees to allow certain reductions in the monthly maintenance, rates for lifts installed in buildings affected by low tenant occupancy.

3.13.2. The Employer shall inform the Contractor in writing of accrued low tenant occupancy. Reductions accrued but not claimed in writing shall be forfeited by the Employer.

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- 3.13.3. The reductions shown below shall be applicable to the full maintenance charge and shall be operative from the fourth (4) month of continued low occupancy which qualifies for a reduction and then only with regard to the reduction applicable from the fourth (4) month:

%Tenant Occupancy	%Reduction
10-49	10
50-64	6.5
65-80	5
Over 80	0

Note: The above percentage reductions are formulated taking into consideration the material portion of the maintenance charge only.

3.14. Exclusions from the contractor's obligations

- 3.14.1. The costs of call-outs and repairs necessitated by reason of negligence other than the negligence of the Contractor, its employees or agents and their misuse of the equipment, and excepting all normal fair wear and tear, shall be borne by the Employer. A breakdown of the rates, with specific reference to the amounts allowed for both labour and material, shall be clearly indicated on the Contractor's quotation.
- 3.14.2. The cost of replacement of the Plant and Material covered under this Clause shall be borne by the Employer. Any components excluded under this Clause, which are modernised, replaced or repaired before or after the commencement of this Contract, shall automatically be deemed to be included in this Contract.
- 3.14.3. The following items are not included or covered under this Contract unless their repair, replacement or adjustment can be attributed to the Contractor's omissions and/or negligence:
- 3.14.3.1. The painting of the motor room wall and ceiling;
 - 3.14.3.2. Motor room doors, windows, lamps or fluorescent tubes and mechanical ventilation. However, the Contractor is to immediately report any defects to the Employer;
 - 3.14.3.3. Car enclosures, decorative finishes, wall panels, suspended ceilings, light diffusers, handrails, mirrors, glass sides, glass doors, carpets or floor coverings;
 - 3.14.3.4. Telephone, closed-circuit television systems, power generating plants and security equipment.
 - 3.14.3.5. Trailing cables.
- 3.14.4. At an additional cost to the Employer, the Contractor shall be obliged to install any additional equipment or accessories to the Installation which are recommended or required by the government, provincial, municipal or any other authority. Labour and/or material costs for these components will be brought to the attention of the Employer by means of a detailed written report and quotation prior to installation.

3.15. Emergency call-out service and downtime of equipment

- 3.15.1. The Contractor shall for the period of this Contract provide and maintain a 24-hour emergency call-out service, providing a qualified technician (competent person) to be called upon by the Service Manager to undertake any repeating or emergency service within the time as shown:

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- 3.15.2. Emergency service may be executed without receipt of a Task Order and solely on request of the Employer. The Contractor must however ensure that, where practicable, a representative of the Employer signs the job card on the Site. The Contractor must also ensure that he obtains a Task Order from the Employer the following working day.
- 3.15.3. Only incidents that present an immediate safety or environmental hazard, or could have a significant economic impact will be regarded as emergencies. Such situations will pose a threat of injury or death to people, or damage to property or the Site.
- 3.15.4. The Employer's minimum requirements for resolution of Passenger Entrapment incidents are specified in Annexure 1 – Release procedures for passenger entrapment to this Scope of Work.
- 3.15.5. Response times for call-outs shall be as follow:
 - 3.15.5.1. Passenger Entrapment call-outs shall not exceed twenty (30) minutes during normal working hours and not exceed forty (40) minutes after hours.
 - 3.15.5.2. Normal breakdown call-outs shall not exceed forty (40) minutes during normal working hours and not exceed ninety (90) minutes after hours.
- 3.15.6. Downtimes for the equipment on/in the Sites shall be as follow:
 - 3.15.6.1. The downtime of a lift shall not exceed four (4) hours.
 - 3.15.6.2. The downtime for more than one (1) lift at the same time shall not exceed six (6) hours.
- 3.15.7. Should repairs not be possible within the downtime as indicated in Clause 7.4 above it will be the responsibility of the Contractor to obtain an extension of time. The request must describe the breakdown, the cause thereof, and state clearly all the reasons for the extension of time and the period required to execute the repair.
- 3.15.8. Failure by the Contractor to meet the response-times or downtimes under normal circumstances shall indicate the Contractor's inability to provide the required Service and shall invoke termination of this Contract.
- 3.15.9. The Contractor shall ensure that the Service Manager is at all times in possession of all telephone numbers and contact addresses that may be necessary to enable the Employer to make emergency calls / call-outs.
- 3.15.10. Call-outs that arise from breakdowns shall be analysed by the Contractor on a monthly basis and appropriate remedial action shall be taken.
- 3.15.11. The Contractor shall ensure that the frequency of call-outs / breakdowns does not result in the target number of one (1) call-out per lift per two (2) months being exceeded. The fault analysis (call-out rate) shall be compiled by the Contractor on a monthly basis. The details of all call-outs shall be recorded by the Contractor and this history shall be kept for at least three (3) years.

4. Management Structures

4.1. Performance Indicators

4.1.1. Performances Measures

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- 4.1.1.1. Should Contractor fail to meet the Service Levels set out in Section 2 of this Service Level Agreement and further fail to remedy the Non-Performance in accordance with the remedy period indicated in a Notice of Non Performance, it shall be liable to the Client for a Deduction only in respect of the Critical Items detailed in Table 1 hereto, and determined in accordance with the table below. Such Deduction shall be assessed on a daily basis and set off against any payments due by the Client to Contractor
- 4.1.1.2. The Deduction shall be calculated by multiplying the Amount at Risk (5% of the contract value) by the cumulative weighting factors incurred over the measurement period.

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
PM Schedule Compliance	% Compliance to escalation timeframes/scheduling timeframes/completion dates	100%	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month 3 consecutive non-conformances will result in termination of contract
Statutory Inspection Compliance	Maintaining statutory (OHS Act and other Regulations) compliance of the premises and meeting the requirements	100%	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any non-compliance
Key Plant Availability	$\frac{\text{Total man – hours per month – Down Time (Job Cards)}}{\text{Total Time}}$	95%	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month
Safety	Life Threatening Incidents	<0: Hours without LTI	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any non-compliance
Time to Quote	Average number of business days to get a quote to be approved by <i>Employer</i> .	2 days (Dependant on nature and extent of works).	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month 2 days (Dependant on nature and extent of works).
Skills base and Staff compliment	As per skills list in the pricing data/SOW requirements.	Full compliance on any inspection day (non- compliance will result in termination of contract)	<ul style="list-style-type: none"> Deduction of the rate for the skill not found plus 20 % of the monthly invoice, amount payable the following month 2 consecutive non-conformances will result in termination of contract
Environmental Contraventions	Environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements Number of notices issued.	0	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any non-compliance
Call-outs Response Time	Passenger Entrapment (from the Contractor's receipt of an official request, to his attendance on Site / Affected Property)	<ul style="list-style-type: none"> Shall not exceed 20 minutes during normal working Shall not exceed 40 minutes after working hours. 	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month
	Normal break-down calls (from the Contractor's receipt of an official request, to his attendance on Site / Affected Property)	<ul style="list-style-type: none"> Shall not exceed 40 minutes during normal working hours Shall not exceed 90 minutes after hours. 	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month
Downtime of equipment	Allowed downtimes for the equipment on / in the <i>Site / Affected Property</i>	<ul style="list-style-type: none"> The downtime for a lift shall not exceed four (4) hours The downtime for more than one (1) lift at the same time shall not exceed two (2) hours. 	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month

Table 1: Performance Indicators

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4.2. Management meetings

- 4.2.1. The *Contractor* or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Maintenance Co-ordination/Risk Reduction meetings with the *Employer* or his delegate at the Site/Affected Property to discuss the provision of Services, and the *Contractor* warrants that any representative who attends such Maintenance Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the *Contractor* vis-a-vis all decisions taken and agreements reached. Minutes and records of such Maintenance Co-ordination/Risk Reduction meetings shall be the responsibility of the *Employer*. Minutes will be made available to the *Contractor* within seven (7) working days.
- 4.2.2. The *Contractor* must present a monthly written report on the Services rendered by it, in respect of the Site/Affected Property. Unless the *Employer* prescribes otherwise, this report shall include the following:
 - 4.2.2.1. Name, address and telephone number of the *Contractor*.
 - 4.2.2.2. Date of report and reporting period.
 - 4.2.2.3. Detail on the results of each examination, including any faults analysis, modification, replacement and repair work, adjustment and test carried out.
 - 4.2.2.4. Results of tests on safety devices.
 - 4.2.2.5. Incidents/events.
 - 4.2.2.6. Problems, including administrative problems with the *Employer* experienced during reporting period.
 - 4.2.2.7. Any factors that affect, or may affect, the safety of the Site / Affected Property or Installation, people and equipment.
- 4.2.3. The *Employer* may request supplementary and interim written reports from the *Contractor*.
- 4.2.4. The *Contractor* shall provide on request of the *Employer*, computer generated reports detailing a history of call-outs, repairs and breakdown repairs etc.

4.3. *Contractor's* Management, Supervision and Key People

- 4.3.1. The *Contractor* shall appoint on the Site / Affected Property a "competent" person in charge. Any instruction to him / her by the *Employer* shall be deemed to have been issued to the *Contractor*. Whenever the representative (supervisor) is absent from the Site / Affected Property a suitable person shall be appointed to act as his / her deputy.
- 4.3.2. The *Contractor* shall ensure that at all times there is sufficient suitably qualified and experienced personal to provide the Service. The Service covered in this Contract must be executed under direct supervision of a qualified technician who is registered in accordance with the relevant statutory regulations where applicable.
- 4.3.3. The *Contractor* shall ensure that maintenance work of a technical nature shall be performed by "Competent" persons as defined in the Occupational Health and Safety Act who are qualified artisans experienced and skilled in maintaining equipment similar to that which is to be maintained.
- 4.3.4. All employees provided by the *Contractor* in terms of this Contract shall at all times be neat and properly clothed to the satisfaction of the *Employer*, the *Employer* reserves the right to request such employees to wear a uniform or overall of a type, cut and design approved by the *Employer* and purchased by the *Contractor*. Employees must be identifiable as employees of the *Contractor* by means of their uniforms:

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- 4.3.4.1. The *Contractor*, or any agent or employee of his, must wear protective clothing where necessary. The *Contractor* must supply the relevant protective clothing at his own cost and included in the pricing of the Service.
- 4.3.5. Personal hygiene must be maintained by the Contractor's employees and agents at all times.
- 4.3.6. The Contractor and its employees will maintain silence within reasonable bounds on the Site / Affected Property.
- 4.3.7. The salaries or wages paid by the Contractor to his employees must at all times comply with the applicable statutory requirements in respect of minimum wages.
- 4.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Contractor.
- 4.3.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should intimidation of employees be suspected, the Contractor shall take prompt action in conjunction with the South African Police Service to remedy the situation.
 - 4.3.9.1. Such action shall, if deemed necessary by the *Employer*, include immediate replacement of the employees involved.
 - 4.3.9.2. The *Contractor* shall forthwith notify the *Service manager* of any form of intimidation its employees may be subjected to.
- 4.3.10. Should the Employer at any time during the term of this Contract make any facility available to the Contractor, the Contractor shall, at its own cost maintain and keep such facility during the term of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Contractor, fair wear and tear excepted. The Contractor will be liable for all electricity cost.
- 4.3.11. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site / Affected Property at his own cost, should the Contractor deem it necessary.
- 4.3.12. The employees of the Contractor may only use toilet facilities that have been pointed out to them.
- 4.3.13. The employees of the Contractor may use rest-room facilities that have been pointed out to the Contractor (if available). However, it is not the duty of the Employer to make such rest-room facilities available.
- 4.3.14. The Contractor shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.
- 4.3.15. If the Employer requires any information regarding any of the employees of the Contractor who are involved in the rendering of the Service in terms of this Contract, the Contractor will furnish such available information immediately.

4.4. Deliverables

- 4.4.1. The service *Contractors* shall submit the following reports, attached to all invoices:

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- 4.4.1.1. Report on services delivered/performed;
- 4.4.1.2. Service delivered performance;
- 4.4.1.3. Chemicals used;
- 4.4.1.4. Completed checklist where applicable;
- 4.4.1.5. Ad hoc services requested where applicable;
- 4.4.1.6. Any and all staff and labour issues that can affect service delivery to Transnet Property;
- 4.4.1.7. Incident report summary as compiled. All incidents shall be reported as soon as they occur and a flash/notice report generated within the same shift. A detailed investigative report with corrective and preventative detail shall be submitted within 48 hours from the occurrence of the incident.
- 4.4.1.8. The weekly and monthly reports shall have a summary of key issues affecting the plant, major breakdowns etc. The Employer reserves the right to alter the format and information required on this report.

4.5. Documentation Control

- 4.5.1. The *Employer* will provide the *Contractor* at the appropriate times with the Technical Information necessary to enable the *Contractor* to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the *Employer* and on demand and on termination of the Contract shall be returned to the *Employer*.
- 4.5.2. During the progress of the Services/Task and prior to their completion, the Contractor will submit to the Employer any Documentation as requiring submission to the Employer prior to completion of the Contract/Task.
- 4.5.3. If it is agreed between the Employer and the Contractor that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the Contractor and the Documentation, thus modified will be re-submitted to the Employer prior to the completion of the Contract/Task.
- 4.5.4. Where applicable, the Documentation to be supplied to the Employer in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the Contractor's Services.
- 4.5.5. The Employer may from time to time during the progress of the Contract instruct the Contractor to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as the Employer may require.
- 4.5.6. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the Employer and the Contractor, but generally as soon as possible after such Documentation is completed by the Contractor.
- 4.5.7. The Contractor will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the Employer by the Contractor at agreed intervals.
- 4.5.8. The Employer will have the right at all reasonable times to inspect the Documentation of the Contractor or any Sub-Contractor.
- 4.5.9. All Documentation shall become and remain the property of the Employer. Title to all information, know how, inventions and improvements disclosed to the Employer by the Contractor under the Contract will become the property of the Employer.

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- 4.5.10. Approval given by the Employer shall not relieve the Contractor from responsibility for due performance of this Contract and adherence to Technical Information provided by the Employer. The Contractor shall protect and save harmless the Employer and Employer's employees against all losses, expenses, demands, errors or omissions, including faulty design and / or detailing of the Contractor, its sub-Contractors, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the Contractor's responsibility to arrange professional indemnity cover through an insurance company acceptable to the Employer, the limits of such cover to be determined by the Employer in relation to the Service.
- 4.5.11. The Contractor shall inform the Employer in writing prior to carrying out of any modification to the existing Installation by the Contractor, even if this modification may benefit the Installation or if the cost of this modification is for the Contractor's account.
- 4.5.12. The Contractor shall inform the Employer of all improvements or revisions related to the Installation. These notifications shall take the form of technical notices or sales releases under a covering letter from the Contractor.
- 4.5.13. The Contractor shall on a monthly basis provide the Employer with all records related to this Contract/Service.
- 4.5.14. The Contractor shall provide maintenance site registers located in the plant rooms and maintain accurate records of all service procedures, site visits, stoppages, breakdowns, planned repairs and safety related equipment operational tests and checks.

4.6. Invoicing and Payment

- 4.6.1. When making a claim for payment, the *Contractor* shall submit to the *Service manager* or appointed *Employer* representative a complete and correct pro-forma invoice with all relevant service reports / sheets, log sheets, invoices, time sheets for any authorised additional work, schedules and reports properly complete setting out details of Services / Tasks carried out and recommendations for any additional work required to enhance and maintain the performance and reliability of the Installation for scrutiny and verification of the correctness. Thereafter, inspections will be carried out by the *Service manager* or appointed *Employer* representative, to affect quality assurance. If the Service has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the *Contractor* provide the *Employer* with a VAT invoice.
- 4.6.2. The following information shall be reflected on the pro-forma invoices and or VAT invoices:
 - 4.6.2.1. Full description of Service / Task performed. (In respect of emergency call-outs, the time and date and name of the person who called the *Contractor* must be indicated).
 - 4.6.2.2. Fixed monthly contracted services performed.
 - 4.6.2.3. Detailed list of materials / spare parts used showing unit prices, Contractor's mark-up, and sub-total.
 - 4.6.2.4. Copies of all applicable invoices with the applicable Installation inventory number (invoices without order numbers will not be processed for payment).
 - 4.6.2.5. V.A.T.
 - 4.6.2.6. Grand Total.

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4.6.3. Supporting documentation must be furnished in respect of all materials / spare parts and sub-contract service bought out in the form of copies of supplier/s invoices or copies of priced delivery notes. Notwithstanding the foregoing, the *Service manager* or appointed *Employer* representative shall have the right to call for invoices rendered by suppliers to the *Contractor* in respect of spares and materials purchased for repairs and service to Installations and shall be entitled to withhold the issuing of the payment certificate to the *Contractor* until such information / documentation have been furnished to the *Employer*, provided that, in respect of additional documentation required by the *Employer*, the *Employer's* instruction shall have been given to the *Contractor* in sufficient time before any such payments certificate became due.

4.6.4. No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule execution against the approved maintenance plan for the applicable period.

4.6.5. Payment will be made thirty (30) days from the date of receipt of the *Contractor's* signed invoice and credit notes.

4.6.6. In the event that any emergency service / work / task order or overtime is provided at the *Employers* request and subsequent inspection does not reveal any defect for which the *Contractor* is responsible the *Contractor* reserves the right to charge the *Employer*, in accordance with the agreed day work rates plus all travelling.

4.7. Training Workshops and Technology Transfer

4.7.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the *Contractor*.

4.8. Design and Supply of Equipment

4.8.1. The *Contractor* ensures that the design is fit for the purpose intended. As far as applicable to maintenance and operations, the design will be in accordance with the mutually agreed specifications.

4.8.2. Things Provided at the End of the Service Period for the *Employer's* Use

4.8.2.1. Equipment

- a) The inventory materials and spares that were purchased by the *Employer* during the tenure of the contract should be returned provided the *Contractor* still holds some in stock.

4.8.2.2. Information

- a) The drawings/diagrams will remain in the sole custody of the *Employer*. Two copies thereof will be furnished to the *Contractor* free of cost, but any further copies shall be paid for by the *Contractor*. The *Contractor* shall give reasonable notice in writing to the *Service manager* of any further drawing/diagrams or specification that may be required for the execution of the Service.
- b) The *Employer* will provide the *Contractor* at the appropriate times with the Technical Information necessary to enable the *Contractor* to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the *Employer* and on demand and on termination of the Contract shall be returned to the *Employer*.

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4.9. Management of Work Done by Task Order

- 4.9.1. The *Contractor* shall in the event of repairs or replacements of components or additions / alterations to the Installations, other than inspection, adjustment, repairs, servicing or replacements listed in this Contract becoming necessary, submit a detailed estimate for such work to the *Service manager* and obtain approval from the *Employer* before attending to the work.
- 4.9.2. No work other than that described in the Activity Schedules will be done by the Contractor without a Task Order (official order number) issued to the Contractor by the Service manager. This Task Order (order number) will refer to a complaint number and details regarding the work that must be attended to by the Contractor in writing.
- 4.9.3. Should the Contractor in the course of performance of the Service become aware of the necessity for any emergency repair, such emergency will forthwith be reported to the Service manager for further instructions, provided that nothing herein contained will preclude the Contractor or relieve the Contractor from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance and upkeep of the Installations and the safety of the user(s). The Contractor shall at all times, follow and implement the specified and mandatory safety procedures.
- 4.9.4. The Contractor will not be entitled to preferential consideration in respect of new work in or the site/ Affected Property or installation. The Employer reserves the right to employ other Contractors on an open tender basis where maintenance or new works are done on a project basis and not be a Term Service Contract.
- 4.9.5. The Employer reserves the right to execute any maintenance or repair work covered under this Contract with his own employees.
- 4.9.6. Should it be required from the Contractor to affect additional work not priced in this Contract such additional work will be identified and cost in terms of the Price List / Rates as per this Contract.
- 4.9.7. Any additional work required beyond the scope of this Contract is to be noted as a quotation. Quotations for the additional work are to be received by the Employer within 7 days.
- 4.9.8. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus a agreed percentage Fee. Refer to Price List / Rates.
- 4.9.9. The Contractor must provide his job cards specifying detail of repairs, this Task Order (official order number(s)) and breakdown of cost into labour and material (for non-Activity Schedule work) and signed off by the Service manager. In addition to the original completed job card submitted with his account / invoice, the Contractor must submit a copy of the job card to the Service manager for audit purposes and retain a third copy for his official records. The Contractor shall also conduct and submit a Root Cause Analysis within 48 hours of completing the activity.

5. Health and Safety, Environment and Quality Assurance

5.1. Health and safety, Risk, Environmental Constraints and Management

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- 5.1.1. The *Contractor* must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority with regard to the Service, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the Service. The *Contractor* undertakes to indemnify the *Employer* against all losses, costs, damage or expenses caused by the *Contractor's* failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the *Contractor*, the *Employer* may, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the *Contractor*, or it shall be recovered from him.
- 5.1.2. The *Contractor* shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- 5.1.3. The *Contractor* shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The *Contractor* is, in terms of section 37(2) of the Act deemed to be an *Employer* in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the Service and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.
- 5.1.4. The *Contractor* shall at his own costs at all time comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the Service to be undertaken.

5.2. Quality assurance requirements

- 5.2.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the *Contractor* will be expected to draft quality plans for the *Service manager* from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.
- 5.2.2. All new parts should be replaced with original OEM prescribed parts and the quality should be in accordance with SABS, SANS, ANSI standards.

6. Procurement

6.1. Plant and Materials

- 6.1.1. The supply of Plant and Material not covered in this Contract will be charged at nett cost plus a Fee as recorded in this Contract.
- 6.1.2. The *Contractor* shall ensure that any and all material procured by the *Contractor* for this Contract, are obtained at least at rates that are available to the *Employer* for similar material. Should the *Contractor* obtain material at a premium and should the *Employer* be able to prove that the *Contractor* did not endeavour to minimise the higher rate/s, the *Employer* may select not to reimburse the *Contractor* for the portion of the price for which the *Contractor* paid a premium. A minimum of 3 competitive quotes shall be sourced by the *Contractor* for such material to be supplied.

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- 6.1.3. The *Employer* may supply Plant and Material for the Service on a free issue basis which means that the Fee will not be applicable on these items. Should the *Employer* provide or make available any Plant and Material, the *Contractor* shall be responsible for proper and economical transport, storage and use thereof. The cost of any loss or damage to the *Employer's* plant and material other than through normal wear and tear, and any uneconomical use or loss of Plant and Material provided by the *Employer*, will be recovered from the *Contractor*.
- 6.1.4. Only Plant and Material of the best quality and approved by SABS and / or satisfying the manufacturer's requirements are to be used in the execution of the Service and the Service is to be performed in a proper workmanlike manner to the full satisfaction of the Employer or any statutory institution.
- 6.1.5. Replacement parts, Plant and Materials used must meet the original manufacture's requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the Employer and conform to SANS specifications and must where possible carry an appropriate mark of approval.
- 6.1.6. The Contractor shall inform the Employer in writing with all documents and drawings at least forty-eight (48) hours prior to carrying out any modification to existing Installation/Equipment deemed necessary by the Contractor.
- 6.1.7. The Contractor shall provide and keep or have access to a national or international inventory of all wearing parts in respect of the Installation. The Employer reserves the right to inspect the spares inventory at any time during the term of this Contract.
- 6.1.8. No existing equipment, apparatus, appliance or parts of the Installation will be replaced, re-sited, refurbished or be declared redundant without the written consent of the Employer. Replaced or redundant parts remain the property of the Employer and shall be delivered to the Employer to be scrapped where after the Contractor will remove it unless otherwise decided by the Employer.
- 6.1.9. The Contractor shall inform the Employer at least one (1) week prior to commencing planned repairs, which may necessitate the Installation / Equipment being removed from service for periods exceeding two (2) hours.
- 6.1.10. Risk of loss of, or damage to any goods supplied shall remain with the Contractor until such goods supplied have been installed by the Contractor, approved and taken over by the Service manager.
- 6.1.11. The Contractor undertakes to renew the guarantees of any item in whole or in part which may become defective or faulty during the guarantee period and extend the guarantee for a further term related to the original guarantee. Any such item shall be repaired, replaced or re-instated by the Contractor free of charge to the Employer. Should any item forming part of the Installation and which has been repaired, overhauled, refurbished, serviced or worked on by the Contractor in terms of this Contract, become defective or faulty, during guarantee period (a reasonable time) such items shall be repaired, replaced or re-instated by the Contractor free of charge.
- 6.1.12. No Plant, Material and Equipment shall be shipped or delivered to Site/Affected Property until permission has been obtained by the Contractor from the Employer that these may be delivered. The Contractor shall be responsible for the reception at the Site/Affected Property of all plant and Contractor's equipment delivered for the purpose of this Contract.

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- 6.1.13. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site/Affected Property of all plant, material, machinery etc. used in connection with the Works by the Contractor shall be the responsibility of the Contractor, including all necessary supervision, labour and equipment for this purpose, and the cost thereof shall be included in the bill of activity schedules.
- 6.1.14. All Plant and Material stored on Site/Affected Property must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material and plant etc. until the completed Works are handed over to, or have been officially accepted by the Employer.
- 6.1.15. The Contractor shall cede to the Employer any suppliers or factory guarantees of repaired or replaced components and ensure that such guarantees are not jeopardized in any way. All workmanship and repairs shall be guaranteed for twelve (12) months and so stated on all invoices (failure to do so will delay payment).
- 6.1.16. All plant, parts, machinery etc., removed from Site / Affected Property for repair purposes shall be signed for by the Contractor if it is removed from the Site. The appropriate receipt form (model number, serial number, part etc.) shall be in duplicate form and available for inspection at any time at either the Service manager or called for from the Contractor.
- 6.1.17. The Contractor shall be responsible for the provisioning of all material, products, consumables (disposable materials, grease, oils, hacksaw blades, insulation tape required, cleaning materials etc.), replacement of nuts, bolts, washers, self-tapping screws etc. plus Equipment (including but not be limited to ladders, scaffolding or specialised tools) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Rates.
- 6.1.18. The Employer reserves the right to take samples of any consumables and or material supplied by the Contractor for analysis if deemed necessary

6.2. Correction of defects

- 6.2.1. If the *Employer* decide that any work done by the *Contractor* or any sub-*Contractor* is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the *Contractor* notice in writing of such decision giving particulars of the alleged defect, the *Contractor* shall with all speed make good the defects so specified.
- 6.2.2. The cost of making good such defects shall form part of the Contract Bill of schedule, including where a defect is due to negligence or failure of the Contractor, his servants, agents or sub-Contractors, to exercise good faith or the standard or care which would normally be exercised by duly qualified persons engaged in the business of the Contractor.
- 6.2.3. Should the Contractor fail to fulfil any of its obligations in terms of this Contract or should such Service not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the Employer and should the Contractor fail to remedy such breach within the timeframe from the date of written notice from the Employer calling upon to do so, the Employer shall have the right without prejudice in terms of this Contract or at law, without further notice to the Contractor.
 - 6.2.3.1. Appoint another person other than the *Contractor* to complete the Service in question and to recover from the *Contractor* all cost to complete the work in question plus an administration costs of twenty five (25) percent (%) of the price the other *Contractor* charge the *Employer* to complete the Service, or

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- 6.2.3.2. Cancel this Contract and recover from the *Contractor* any damages that it may suffer as a result of such cancellation and / or breach.

7. Working on Affected Property

7.1. Employer's site entry and security control, permits, and site regulations

- 7.1.1. The *Contractor* shall at all times ensure that its employees, agents, representatives, specialist-, sub-*Contractors* and suppliers:
- 7.1.2. Comply with all security measures and directives imposed by the Employer, or his delegate, tasked with managing the Services in or on the Site / Affected Property.
- 7.1.3. Keep the access gates / doors locked at all times. If any security problems are noticed, the Contractor shall immediately notify the Service manager.
- 7.1.4. Shall in terms of this Scope of Work when on duty (unless the Employer should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by the Employer shall at least contain the following information in respect of the Contractor's personnel:
 - 7.1.4.1. a colour photograph of the relevant member
 - 7.1.4.2. full names and surname
 - 7.1.4.3. identity number
- 7.1.5. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The Contractor will be liable for the replacement cost of lost identity disc.
- 7.1.6. All employees of the Contractor will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.
- 7.1.7. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the Service manager. Should any exchange of personnel take place, the Service manager must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.
- 7.1.8. Employees of the Contractor may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.
- 7.1.9. Employees of the Contractor have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the Employer / Tenant. If a service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Contractor must make provision in his costing for access delays in security areas.
- 7.1.10. Any disruptions which are deemed to be beyond the Contractor's control and which result in the Contractor's workmen having to leave the Site / Affected Property shall be logged in the applicable report book.

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- 7.1.11. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Contractor shall furnish the Service manager with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by Service manager, in respect of all persons who will be employed by the Contractor to undertake work at the Site / Affected Property in terms of this Contract.

7.2. People restrictions, hours of work, conduct and records

- 7.2.1. Service operations will be performed during Transnet "Office hours only". The times are Monday to Friday from 08h00 to 17h00 excluding public holidays. Service operating hours outside of these must be explicitly arranged by the Transnet authorised representative. Contractor personnel shall, however, be on standby 24/7.
- 7.2.2. The Contractor shall at all-time render service that enhance and maintain at minimum the corporate image of Transnet Property.
- 7.2.3. The Contractor shall at all-time render service that is in line with Transnet Property's values and ethos.
- 7.2.4. The Contractor must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- 7.2.5. The Contractor shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.
- 7.2.6. The Contractor is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.
- 7.2.7. The Contractor must ensure that a competent site manager is appointed as required ensuring deliverables and quality of service delivery.
- 7.2.8. The Contractor shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.
- 7.2.9. It is expected from the Contractor to ensure that all duties and tasks to be performed on site are adhered to.
- 7.2.10. The Contractor must exercise reasonable skill, care and diligence in the rendering of the services and the performance of its obligations to Transnet Property.
- 7.2.11. The Contractor shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
- 7.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.
- 7.2.13. In the event of an unusual occurrence, the Contractor shall submit an Incident Report to Transnet authorised representative within twenty four (24) hours.
- 7.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.

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- 7.2.15. Where services are deteriorating a service improvement plan can be requested on how services will be improved.
- 7.2.16. The Contractor shall ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.
- 7.2.17. The Contractor shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 7.2.18. The Contractor shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises.
- 7.2.19. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such person access to the relevant Premises and require the Contractor to replace such person without delay.

7.3. Personnel Standards

7.3.1. Contractor staff must be:

- 7.3.1.1. able to communicate the official language of Transnet which is English;
- 7.3.1.2. physically fit to perform the tasked duties as required;
- 7.3.1.3. presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;

7.3.2. Contracted staff must at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the Contractor to remove a particular contracted staff(s) from the Premises permanently:

- 7.3.2.1. Absence without proper notification;
- 7.3.2.2. Accepting any gifts or bribes in the line of duty;
- 7.3.2.3. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
- 7.3.2.4. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
- 7.3.2.5. Enabling any person to secure stolen property from the Premises;
- 7.3.2.6. False reporting;
- 7.3.2.7. Negligence in the application of Transnet instructions, after being duly informed thereof;
- 7.3.2.8. Sleeping on duty or neglecting his/her duty;
- 7.3.2.9. Using or carrying a weapon;
- 7.3.2.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
- 7.3.2.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
- 7.3.2.12. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
- 7.3.2.13. Failing to wear the prescribed clothing or identification when on duty.
- 7.3.2.14. Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy

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him/herself with any distracting activity while attending to any person in the performance of his / her duties.

- 7.3.3. *Contractor* staff may be subject to breathalyser testing by Transnet or Representative *Contractors* prior to the granting of permission onto its Site.

7.4. Health and safety facilities on the Affected Property

- 7.4.1. The *Contractor* undertakes to comply with the *Employer's* safety and emergency measures and procedures the Site / Affected Property.
- 7.4.2. The *Contractor's* procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.
- 7.4.3. The *Contractor* shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the Service manager, for the rendering of the Service or for whatever purpose.
- 7.4.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the *Contractor* who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the *Employer* from damage or injury, and to protect adjoining properties from trespass or damage during the Service.
- 7.4.5. The *Contractor* shall inform the *Employer* verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the *Contractor's* responsibilities.
- 7.4.6. The *Contractor* may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Service manager, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.
- 7.4.7. The *Contractor* shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the *Contractor*, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.
- 7.4.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the *Contractor* will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

7.5. Cooperating with and obtaining acceptance of Others

- 7.5.1. The *Contractor's* duty is to co-operate with others as expressed under the service information. Where the *Contractor's* work may affect or interfere with the activities of the *Employer* or Others, it is important that interfaces in respect of physical location and timing are agreed by all parties and shown on the *Contractor's* plan.

7.6. Records of *Contractor's* Equipment

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7.6.1. The Contractor shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their premises and shall be recorded and certified.

7.6.2. The Contractor shall complete or generate an inventory lists of their equipment and update inventory lists systems on a continuing basis (equipment type and location).

7.7. Site services and facilities

7.7.1. Provided by the *Employer*

7.7.1.1. Rest room facilities

7.7.1.2. Storage facilities

7.7.1.3. Site office

7.7.2. (Shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the *Contractor*)

7.8. Provided by the *Contractor*

7.8.1. The *Contractor* shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the *Contractor* deem it necessary.

7.9. Tests and inspections

7.9.1. The *Employer* or its duly appointed representative shall retain the right to witness and/or verify the performance of any Service by the *Contractor* at any time.

7.9.2. Independent inspections: the *Employer* shall have the right to authorize the inspection of individual equipment or the Installation using suitably qualified person at any time and the results of such inspections shall be promptly communicated in writing to the *Contractor*. Should any defects or remedial work be required in terms of this Contract, the *Contractor* shall expeditiously undertake it within a mutually agreed time period the corrective work. When the *Contractor's* work has been completed satisfactorily, the *Employer* or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the *Employer* or its inspector may be conducted.

7.9.2.1. Should the follow-up inspection show that the work as agreed and undertaken by the *Contractor* has not been satisfactorily carried out; the procedure shall be repeated until the established standard of maintenance has been attained. The cost for the follow-up inspection shall be borne by the *Contractor*

7.9.2.2. Notwithstanding the *Employer's* rights in terms of this Contract, the *Contractor* shall refund the *Employer* its costs associated with the reapplication where the *Contractor* has not completed work satisfactorily as agreed.

7.9.2.3. The independent inspections shall in no way limit the *Contractor's* responsibility with respect to any obligation or liabilities in terms of this Contract.

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8. List of Drawings

8.1. Drawings issued by the *Employer*

- 8.1.1. Drawings means all the drawings / diagrams referred to in this Scope of Work provided by the *Employer* and furnished to the *Contractor*, or submitted by the *Contractor* and approved in writing by the *Employer*, any revisions of such drawings / diagrams and any such other drawings / diagrams as may from time to time be furnished or approved by the *Employer*.
- 8.1.2. The *Employer* shall permit the *Contractor* access to relevant drawings and records relating to the Service, where these are available.
- 8.1.3. The drawings / diagrams will remain in the sole custody of the *Employer*. Two copies thereof will be furnished to the *Contractor* free of cost, but any further copies shall be paid for by the *Contractor*. The *Contractor* shall give reasonable notice in writing to the *Service manager* of any further drawing / diagrams or specification that may be required for the execution of the Service.
- 8.1.4. One copy of the drawings / diagrams furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site / Affected Property, and shall at all reasonable times be available for inspection and use by the Employer or any other authorised person.
- 8.1.5. The Contractor shall timeously and carefully examine all drawings and shall immediately notify the Service manager in writing of any error, inaccuracy, discrepancy or inconsistency detected by him, or raise an objection thereto in order that it may be rectified or decided upon without disruption or delays to the progress of the Service.
- 8.1.6. Where the design of an installation or part thereof is done by the Contractor or third party he shall, unless otherwise directed, submit electronic copies (Auto-Cad), of all plans or drawings of such installation to the Employer whose written approval must be obtained before the Service concerned is commenced.
- 8.1.7. The *Contractor* hereby grants to the *Employer* a non-exclusive license, in accordance with the provisions of section 22 of the Copyright Act, 1978 –
 - 8.1.7.1. to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made by the *Contractor*, other than under the direction or control of the *Employer*, in connection with the Service;
 - 8.1.7.2. to make free and unrestricted use thereof for its own purposes;
 - 8.1.7.3. to provide copies thereof to consultants to be used by them for consultations and consulting services to the *Employer*;
 - 8.1.7.4. To provide other parties with copies thereof where tenders are invited by the *Employer*.
- 8.1.8. Such non-exclusive license shall apply mutatis mutandis to any plan, diagram, drawing, specification, bill, design calculation or other similar document made, other than under the direction or control of the *Employer*, by any sub-*Contractor* of the *Contractor*.
- 8.1.9. The *Employer* shall make no separate or extra payment in respect of any non-exclusive license granted in terms hereof.

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- 8.1.10. Where the Service requires from the *Contractor* to provide the *Employer* with detail design, drawings and or diagrams of an existing or new installation that drawing and or diagrams will comply with Clauses as listed above.

Annexure 1 – Release procedures for passenger entrapment

Passenger entrapments shall be regarded in a serious light.

The Contractor's Maintenance Program shall include release procedures for passenger entrapment and the Contractor shall at least undertake the following:

- 1 On receiving the call-out the Contractor shall immediately dispatch a competent person (technician level) to release the trapped passengers.
- 2 When arriving on Site to attend to a passenger entrapment call-out, the Contractor's technical staff shall:
 - 2.1 Communicate with and pacify the trapped passenger/s.
 - 2.2 If the lift car is level with the floor; release the trapped passenger/s by opening the car doors from the car top or landing and not from the motor room.
 - 2.3 If the lift car is off level and the passenger/s cannot be released as presented above, the car and shaft shall be inspected prior to proceeding to the motor room to move the car manually and the trapped passengers shall be informed accordingly.
 - 2.3.1 To ensure the safe movement of the car to floor level, at least two (2) competent persons will be required to move the car manually, one in the motor room and one on top of the car or alternatively if no access to the top of the car is available, one on the nearest floor accessible to the lift car.
 - 2.3.2 When the lift has been moved safely to a floor level the trapped passenger/s shall be released by opening the car doors from the car top or landing.
 - 2.4 On releasing the trapped passengers the Contractor's staff shall endeavour to record the names and contact telephone numbers of the trapped passengers and enquire if there were any injuries. This information shall be included in the Contractor's report. Should an injury be reported or if the passenger entrapment call-out meets the requirements of an incident as defined by the OHS Act, Section-25.3 shall apply.
- 3 The Contractor shall only place the lift back into operation once the fault has been identified and rectified.
- 4 The Contractor's senior technical staff (Adjuster / Field Engineer level) shall be notified of each and every passenger entrapment call-out. Within two (2) working days of receiving the passenger entrapment call-out a report highlighting the Contractor's findings and the remedial action undertaken shall be foreword to the Employer or duly appointed representative.

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Annexure 2 – Affected properties included in this contract

Building Asset number(s)	Description and Address of Affected Property	Location
02ZA894	Electrical Lift Nzasm Building Lift no PE 3065 (Passenger)	Pretoria
02ZA894	Electrical Lift Nzasm Building Lift no PE 3066 (Passenger)	Pretoria
02ZA894	Electrical Lift Nzasm Building Lift no PE 3067 (Passenger)	Pretoria
02ZA894	Electrical Lift Nzasm Building Lift no PE3068 (Passenger)	Pretoria

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Annexure 3 – INVENTORY LIST

SURVEY OF INSTALLATIONS ON THE AFFECTED PROPERTIES INCLUDED IN THIS CONTRACT:

Location	Item	Unit Number	Certificate Number	Installation Date	Number of Stops	Number of Openings
Nzasm building	Electrical Lift Passenger	3		1961	7	1
Nzasm building	Electrical Lift (goods)	1		1961	8	1

List of Examinations for Electric Lifts

(Please note: The below lists are indicative only and not exhaustive, it is therefore the duty of the contractor to update the list, two (2) months from the date of assuming responsibility as the contracted scope of works)

Schedule 1 – ELECTRIC LIFTS – LIST OF EXAMINATIONS

List of examinations to be carried out on an electric lift

Note:-The relevant part of SANS 1545 must be used as a guiding document for these activities.

ELECTRIC LIFTS LIST OF EXAMINATIONS Schedule 1	Monthly Maintenance Service Activity “ 1 ”	Two monthly Maintenance Service Activity “ 2 ”	Three monthly Maintenance Service Activity “ 3 ”	Six monthly Maintenance Service Activity “ 4 ”	Twelve monthly Maintenance Service Activity “ 5 ”
Pit					
Ensure free movement of tension sheaves. Governor, selector, etc.					
check guides rest on pit floor / steel work					
check if a socket outlet is available and secure					
check if pit lights are working					
check pit switches are working and secure					
ensure the pit area is dry and sump pump is working when install					
remove excess oil/grease from bottom of guides					

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ELECTRIC LIFTS LIST OF EXAMINATIONS Schedule 1	Monthly Maintenance Service Activity “ 1”	Two monthly Maintenance Service Activity “ 2”	Three monthly Maintenance Service Activity “ 3”	Six monthly Maintenance Service Activity “ 4”	Twelve monthly Maintenance Service Activity “ 5”
Ensure that pit area is clean and free from debris					
Compensation and anti-rebound mechanism and switch (where fitted)					
check for free movement in guides					
check for free movement and operation					
check if switch trip in both directions					
check if sheave grooves are clean					
check if catches are free and are working properly					
check if wipers on ropes are fitted (sheave rope guards)					
check for equal tension on ropes					
check for anti-rebound operation					
check electrical contact (where fitted)					
lubricate when necessary					

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ELECTRIC LIFTS LIST OF EXAMINATIONS Schedule 1	Monthly Maintenance Service Activity " 1 "	Two monthly Maintenance Service Activity " 2 "	Three monthly Maintenance Service Activity " 3 "	Six monthly Maintenance Service Activity " 4 "	Twelve monthly Maintenance Service Activity " 5 "
Buffers					
check if spring buffers are secured					
check if all buffers are aligned with striker plates					
check if free room is available under the car when it rest on buffers					
Check if counterweight overrun is sufficient. Car level on top floor					
check for correct oil levels					
check switch when fitted					
check fixings for security					
lubricate when necessary					
Drive motor / generator					
check if brushes are free and of sufficient length					
check if brushes grades are correct					
check if brushes staggered and they react properly					
check motor bearings for wear					
check alignment of motor					
check condition of commutator (where fitted)					
replenish lubrication when necessary					
Gear box					
check gear box and sheave for wear					
check gear box for oil leaks					
check that gear box is not over filled					
check lubrication in gear box					
replenish when necessary					
Traction sheave					
Check for unequal groove depth					

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ELECTRIC LIFTS LIST OF EXAMINATIONS Schedule 1	Monthly Maintenance Service Activity “ 1” and Schedule	Two monthly Maintenance Service Activity “ 2” and Schedule	Three monthly Maintenance Service Activity “ 3” and Schedule	Six monthly Maintenance Service Activity “ 4” and Schedule	Twelve monthly Maintenance Service Activity “ 5” and Schedule
check traction sheave grooves for wear					

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ELECTRIC LIFTS LIST OF EXAMINATIONS Schedule 1	Monthly Maintenance Service Activity " 1"	Two monthly Maintenance Service Activity " 2"	Three monthly Maintenance Service Activity " 3"	Six monthly Maintenance Service Activity " 4"	Twelve monthly Maintenance Service Activity " 5"
Brake					
check brake slide (spring tension)					
check asbestos liner not be used					
check brake lining for wear					
check for correct adjustment					
check brake pivot pins and the moving pole piece					
check the brake system					
check for levelling					
lubricate when necessary					
Controller					
check for loose connections, relays, loop circuits, transformers, timers, etc.					
Check voltage sensitive relays. RMC, MC, etc.					
ensure cabinet is clean and dry and free of dust					
check contactor faces for pitting or signs of heavy arcing					
check contactor leads for signs of breakage					
Governors					
Keep mechanism clean, switches limits, jaws, etc.					
Current, voltage and speed					
measure and record current					
measure and record voltage					
measure and record lift speed					
Over-speed governor and tension pulley					
check all moving parts for free movement and wear					
check for correct operation					
lubricate when necessary					

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ELECTRIC LIFTS LIST OF EXAMINATIONS Schedule 1	Monthly Maintenance Service Activity “ 1” and Schedule	Two monthly Maintenance Service Activity “ 2” and Schedule	Three monthly Maintenance Service Activity “ 3” and Schedule	Six monthly Maintenance Service Activity “ 4” and Schedule	Twelve monthly Maintenance Service Activity “ 5” and Schedule
Main rope diverter pulley(s)					
check rope grooves for wear					
check bearings for wear					
Guard against foreign objects entering between ropes and sheave					
lubricate when necessary					
Car/counterweight guides					
check fixings for security					
ensure rollers are running true and not too much tension					
ensure the car or counterweight is statically balanced					
ensure the float is not too much					
verify the distance between guides measurements for possible changes due to building settlement or loose brackets, etc.					
ensure that there is a film of oil where required on all guide surfaces					
Electric wiring					
Verify the integrity of the trunking system, pipe work and insulations installed. No broken pipe work, etc.					
Check for damage to trailers substantial protection etc. Hook ups cannot occur.					
check for insulation and the electrical continuity of the connection between the earth terminal of the machine room and the different parts of the lift liable to be made live accidentally					

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ELECTRIC LIFTS LIST OF EXAMINATIONS Schedule 1	Monthly Maintenance Service Activity “ 1”	Two monthly Maintenance Service Activity “ 2”	Three monthly Maintenance Service Activity “ 3”	Six monthly Maintenance Service Activity “ 4”	Twelve monthly Maintenance Service Activity “ 5”
Lift car					
check emergency lighting					
check detectors					
check door open buttons					
check door pressures in close					
check alarm system					
check car buttons					
check key switches					
check floor levels					
check signals					
Car door operation					
check door closed contact or lock					
check for safety, switch on slave door, finger traps, etc.					
check doors for free running					
check operation and adjustment of door operator (where fitted)					
check wire rope or chain, when used, for integrity					
check for excessive wear and door gaps					
check emergency release mechanism					
check door passenger protection device					
lubricate when necessary					

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Car/counterweight guide shoes/rollers					
check car guide shoes/rollers for wear and adjust or replace when necessary					
check that rollers run true					
check that car and counterweight is statically balanced					
check for not too much pressure					
check that guards are fitted over the top rollers					
lubricate when necessary					
Safety gear(s)					
check all moving parts for free movement and wear					
check that safeties apply without pulling the car or counterweight skew					
check for correct functioning of the device					
check fixings for security					
lubricate when necessary					
Suspension ropes					
check for wear and broken wires per lay					
check for rope thicknesses throughout (1mm on 13mm to much)					
check for elongation					
check for correct tension					
lubricate when necessary					
Rope terminations					
examine for signs of deterioration and wear					
check if locknuts and split pins are provided					
check if grips are fitted correctly					
check if babbitt is filled correctly					
check fixings for security					

Transnet Property

Contract number: TP/2025/06/0002/97485/RFQ

Description of The Works: Provision Of Preventive maintenance, Corrective maintenance, Emergency breakdown repairs, and Ad Hoc Services For Lifts At Nzasm Building, On As And When Basis For A Period Of 36 Months

ELECTRIC LIFTS LIST OF EXAMINATIONS Schedule 1	Monthly Maintenance Service Activity “ 1” and Schedule	Two monthly Maintenance Service Activity “ 2” and Schedule	Three monthly Maintenance Service Activity “ 3” and Schedule	Six monthly Maintenance Service Activity “ 4” and Schedule	Twelve monthly Maintenance Service Activity “ 5” and Schedule
check for fracture and tightness					

Transnet Property

Contract number: TP/2025/06/0002/97485/RFQ

Description of The Works: Provision Of Preventive maintenance, Corrective maintenance, Emergency breakdown repairs, and Ad Hoc Services For Lifts At Nzasm Building, On As And When Basis For A Period Of 36 Months

ELECTRIC LIFTS LIST OF EXAMINATIONS Schedule 1	Monthly Maintenance Service Activity " 1 "	Two monthly Maintenance Service Activity " 2 "	Three monthly Maintenance Service Activity " 3 "	Six monthly Maintenance Service Activity " 4 "	Twelve monthly Maintenance Service Activity " 5 "
Landing entrances					
check every landing lock for operation and security					
check doors for free running					
check for excessive wear and door gaps					
check doors shoe integrity					
check wire rope, chain or belt, when used, for integrity					
check emergency release mechanism					
check vision panels					
check door passenger protection device					
lubricate when necessary					
Floor level					
check lift for levelling at landing					
Motor run time limiter					
check for correct functioning					
Motor protection devices					
check for correct functioning					
Electric safety devices					
check operations and correct functioning					
check the stoppage of the lift when an earthing is created on the safety chain					
check for fitting of correct fuses and quality of earth circuits					
Alarm device					
check for correct functioning					

Transnet Property

Contract number: TP/2025/06/0002/97485/RFQ

Description of The Works: Provision Of Preventive maintenance, Corrective maintenance, Emergency breakdown repairs, and Ad Hoc Services For Lifts At Nzasm Building, On As And When Basis For A Period Of 36 Months

ELECTRIC LIFTS LIST OF EXAMINATIONS Schedule 1	Monthly Maintenance Service Activity “ 1” and Schedule	Two monthly Maintenance Service Activity “ 2” and Schedule	Three monthly Maintenance Service Activity “ 3” and Schedule	Six monthly Maintenance Service Activity “ 4” and Schedule	Twelve monthly Maintenance Service Activity “ 5” and Schedule
Final limit switches					
check operation and correct functioning					
check over-travel clearances					
lubricate where necessary					
Components					
ensure that all components are clean and free from dust as required for correct functioning					

TRANSNET PROPERTY

Tender number: TP/2025/06/0002/97485/RFQ

DESCRIPTION OF THE WORKS: THE PROVISION OF PREVENTIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY BREAKDOWN REPAIRS, AND AD HOC SERVICES FOR LIFTS AT NZASM BUILDING FOR TRANSNET SOC LIMITED TRADING AS TRANSNET PROPERTY IN THE NORTHERN REGION ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Gatekeepers (Mandatory)

1. Submit a valid copy of Minimum CIDB Grade **3 SI**
2. Submit valid letter of Good Standing (COIDA)
3. Submit certified copy of proof of qualification i.e., Certified Red Seal Certificate for the Lift Mechanic
5. Attach certified Lift Inspector ECSA Certificate (This can be subcontracted).

All above requirements are mandatory.

All certified copies must not be older than 3 months from the closing date of this tender.

Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Points Allocation	Maximum number of points
Management and CV's of key persons: <i>Experience of staff allocated to the project/availability of skills to manage and perform the contract (assigned personnel).</i>	Lift Mechanic		20
	No CV attached/no experience	0	
	Lifts installation or maintenance experience (related to the works) ≤ 1 yr	5	
	Lifts installation or maintenance experience (related to the works) $\geq 1, \leq 3$ yrs.	10	
	Lifts installation or maintenance experience (related to the works) $\geq 4, < 5$ yrs.	15	
	Lifts installation or maintenance experience (related to the works) ≥ 5 yrs.	20	
Quality Plan: Key Elements: 1. <i>Quality Policy</i> 2. <i>Quality Manual</i> 3. <i>Organizational Structure & Responsibility</i> 4. <i>Internal Process</i> 5. <i>Continuous Improvement</i> 6. <i>Document Control</i>	No Quality Plan	0	20
	Document Quality Management System with at least all two (2) mandatory procedures.	5	
	Document Quality Management System with at least all four (4) mandatory procedures.	10	
	Internal Quality Management System with the six (6) mandatory procedures.	15	
	Signed Internal Quality Management System with the six (6) mandatory procedures	20	
Risk Assessment <i>(Specific to the works)</i>	The tenderer has submitted no information to determine a score (i.e. No Risk assessment provided).	0	

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<i>(Key elements of a Risk Assessment (RA))</i> <ul style="list-style-type: none"> • Tasks Identification • Hazards, Risks • Identification, • Risk Rating • Control • Measures/Treatment, • Risk Rating, • Residual risk, and treatment) 	The tenderer has submitted risk assessment, encompassing Three (3) elements with adequate detail and is relevant to the scope.	5	20
	The tenderer has submitted risk assessment, encompassing four (4) elements with adequate detail and is relevant to the scope.	10	
	The tenderer has submitted risk assessment, encompassing five (5) elements with adequate detail and is relevant to the scope.	15	
	The tenderer has submitted a risk assessment, encompassing all the key seven (7) elements with adequate detail and is relevant to the scope.	20	
Company Previous Experience: Bidders experience in carrying out work of a similar nature. <i>(similar projects include installation or maintenance of lifts, escalators, hoist and travellers).</i>	No evidence provided	0	20
	Bidder has successfully completed 1 similar Project (similar projects include installation or maintenance of lifts, hoist, escalators, and travellers). Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.	5	
	Bidder has successfully supplied >1, <3 similar services. (Similar projects include installation or maintenance of lifts, hoist, escalators, and travellers). Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.	10	
	Bidder has successfully supplied >=3, <5 similar services. (Similar projects include installation or maintenance of lifts, hoist, escalators, and travellers). Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.	15	
	Bidder has successfully Supplied >=5 similar Services. (Similar projects include installation or	20	

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	<p>maintenance of lifts, hoist, escalators, and travellators).</p> <p>Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.</p>		
Method Statement for escalators maintenance works: <i>Key elements</i> 1. Health and safety (including PPE) 2. maintenance approach 3. Quality control, 4. Quality assurance 5. Applicable Standards and regulations 6. Compliance to maintenance schedules 7. Compliance to key performance indicators	No submission or method statement does not refer to the general building works	0	20
	Method statement only covers $\geq 1 < 3$ of the key elements on how the contractor will execute the lifts maintenance works	5	
	Method statement covers $\geq 3 < 5$ of the key elements on how the contractor will execute the lifts maintenance works	10	
	Method statement covers $\geq 5 < 7$ of the key elements on how the contractor will execute the lifts maintenance works	15	
	Method statement covers 7 of the key elements on how the contractor will execute the lifts maintenance works	20	
Maximum possible score			100

Maximum score for technical evaluation is 80/100

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Property 171 Minnaar street Nzasm Building Tshwane 0001
		Postal Address: P O Box 1048 Johannesburg South Africa 2000

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DESCRIPTION OF SERVICES: PROVISION OF PREVENTIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY BREAKDOWN REPAIRS, AND AD HOC SERVICES FOR LIFTS AT NZASM BUILDING, ON AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

Tel No.

10.1	The <i>Service Manager</i> is (name):	
	Address	
	Tel	
	e-mail	
11.2(2)	The Affected Property is	Included in PART C3 Scope of work
11.2(13)	The <i>service</i> is	Provision of preventive maintenance, corrective maintenance, emergency breakdown repairs, and ad hoc services for lifts at Nzasm building, on as and when basis for a period of 36 months.
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Service Information is in	The Scope of Services
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	36 Months (in the event that the funds are exhausted, Transnet reserves the right to terminate the contract without any repercussions to Transnet)
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.

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51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank South Africa.
6	Compensation events	(If the optional statement for this section is not used, no data will be required for this section)
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employers</i> risks	None
84.1	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>Service Provide</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	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.
84.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The total of the prices.
84.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The total of the prices.
84.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The total of the prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	

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W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is 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 Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Gauteng 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 <i>service level table</i> is in	C3
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Total of the prices
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	Total of the prices
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	Total of the prices.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices.
X18.5	The <i>end of liability date</i> is	1 years after the end of the <i>service period</i>.
X19	Task Order	

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X19.5 The *Contractor* submits a Task Order programme to the *Service Manager* within **2(two) days of receiving the Task Order**

Z Additional conditions of contract

Z1 Obligations in respect of Termination

Z1.1 The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

Z1.2 Termination Table The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z1.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z3	Additional clause relating to Collusion in the Construction Industry
Z3.1	<p>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.</p>
Z4	Protection of Personal Information Act
Z4.1	<p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act</p>
Z.5	Obligations in respect of Subcontracting (If applicable)
Z5.1	<p>It will be a material term of this contract that the <i>Contractor</i> must subcontract a minimum of 30% of the value of the contract.</p>
Z5.2	<p>The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet the material term of the contract, which may constitute a reason for termination.</p>

Z5.3	The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
Z5.4	<p>Insert addition to Clause 26.2. The <i>Contractor</i> may not replace any sub-contractor without acceptance of the <i>Service Manager</i>. The <i>Service Manager</i> shall before acceptance of a replacement by the <i>Contractor</i> of any sub-contractor as detailed in the tender submission Returnable T2.2, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement.</p> <p>The sub-contracting arrangement/contract remains between the <i>Contractor</i> and sub-contractor.</p>
Z6	Local Production and Content Obligations (If applicable)
Z6.1	In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2..... Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the <i>Contractor</i> has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1.....; 2.....; and 3.....
Z6.2	The <i>Contractor</i> is required to note that the <i>Employer</i> , the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.
Z6.3	<p>The <i>Contractor</i> is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.</p> <p>The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.</p>

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Z6.4	The <i>Contractor</i> must refer to Schedule A attached to the Returnable Schedule T2.2..... Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
Z6.5	Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.

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	C2 Pricing Data
	The <i>subcontracted fee percentage</i> is	C2 Pricing Data
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	C3
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are: <i>Site Supervisor</i>	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience: Lift Technician	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....

TRANSNET CAPITAL PROJECTS

CONTRACT NUMBER:

DESCRIPTION OF THE WORKS: PROVISION OF PREVENTIVE MAINTENANCE, CORRECTIVE MAINTENANCE, EMERGENCY BREAKDOWN REPAIRS, AND AD HOC SERVICES FOR LIFTS AT NZASM BUILDING, ON AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

.....

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

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	C2
11.2(19)	The tendered total of the Prices is	R