

Transnet property

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

THE PROVISION FOR MAINTENANCE REPAIRS REPLACEMENTS AND BREAKDOWNS OF PLANT TYPE AIRCON UNITS ON AS AND WHEN BASIS FROM DURBAN TO STANGER TO PORT SHEPSTONE AND CATO RIDGE (SURROUNDING AREAS) FOR A 36 MONTH PERIOD.

RFP NUMBER	: TP/2024/02/0002/55305/RFP
ISSUE DATE	: 26 FEBRUARY 2024
COMPULSORY BRIEFING	: 06 MARCH 2024
SITE MEETING VENUE	: 151 SOUTH COAST ROAD (LOLIWE HOUSE)
SITE MEETING TIME	: 11H00 AM
CLOSING DATE	: 15 MARCH 2024
CLOSING TIME	: 14H00 PM
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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Number Heading

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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	THE PROVISION FOR MAINTENANCE REPAIRS REPLACEMENTS AND BREAKDOWNS OF PLANT TYPE AIRCON UNITS ON AS AND WHEN BASIS FROM DURBAN TO STANGER TO PORT SHEPSTONE AND CATO RIDGE (SURROUNDING AREAS) FOR A 36 MONTH PERIOD.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE!
COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at 151 South Coast Road (Loliwe house 1st floor boardroom) on the 06 March 2024, at 11:00am [11 O'clock] for a period of ± 2 (Two) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.

	A Site visit/walk will take place, tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • After site briefing, there will be site visit to view some of the lift • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients, and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo Breathalyzer testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	14:00 PM on (15 MARCH 2024) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

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

- Click on "ADVERTISED TENDERS" to view advertised tenders.
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information).
 - Click on "SIGN IN/REGISTER" - to sign in if already registered.
 - Toggle (click to switch) the "Log an Intent" button to submit a bid.
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth, or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders because 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.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

Tenderers are hereby advised that Transnet is not committed to any course of action because of its issuance of this Tender and/or its receipt of a tender offer. Please note that Transnet reserves the right to:

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

are required to indicate in tender returnable [clause 12 on T2.2-16, **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number..... and Unique registration reference number..... (**Tender Data**)

Transnet urges its clients, suppliers, and the public.

to report any fraud or corruption to

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

T1.2 TENDER DATA

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

Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)

C.1.2 The tender documents issued by the *Employer* comprise:

Part T: The Tender

Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender. T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules

Part C: The contract

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

Part C3: Scope of work

C3.1 Works Information

Part C4: Site information

C4.1 Site information

C.1.3	The Employer's agent is:	Senior Procurement Officer
	Name:	Oscar Mhlanga
	Address:	202 Anton Lembede Street Durban
	Tel No.	031 361 4361
	E – mail	Oscar.mhlanga@transnet.net

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

Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

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

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

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 below the required 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 **4ME or HIGHER** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

The tenderer shall provide a certified copy of its signed joint venture agreement

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

Stage three- mandatory documents:

- 1 Submit proof of letter of good standing COID-A from Department of Employment and Labour or its agencies.
- 2 Submit proof of Valid public liability insurance of minimum R1 000 000.00
- 3 Submit proof of recently certified copy of Project Manager, minimum Diploma in Mechanical Engineering environment.
- 4 Submit proof of recently certified copy of South African Qualification and Certification Committee of GAS.
- 5 Submit proof of recently certified copy of Technicians Refrigeration trade test or Refrigeration mechanic trade test.
- 6 Submit proof of recently certified copy of SARACCA (South Africa Refrigeration & Air Conditioning contractors association).
- 7 Submit proof of recently certified copy as a certified Trane agent.
- 8 Submit proof of Minimum CIDB grade 4ME and above.
- 9 Signed site meeting certificates.
- 10 Signed specifications for the scope of work.
- 11 Failure to submit these documents shall lead to disqualification.
- 12 All documents listed in 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 and 3.7 must be certified and not be older than 3 months from the closing date of this Tender.

Any tenderer that fails to submit the stipulated mandatory documents will be disqualified.

Stage four- Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70 points**.

The evaluation criteria for measuring functionality and the points for each criterion and, each sub-criterion is as stated in below.

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

Category	Criteria	Weighting	Scoring Methodology (Based on Weight)	Evidence
T2.2-03	The methodology, standards and working procedures that will be used in the execution of this contract (detailed written process and project plan to be supplied by the bidder): • Method that will be used to meet the technical quality on the project. • Approach that will minimize the time during Maintenance, Repairs, Replacements and Breakdowns of all Plant types of air-conditioning and equipment from unit type air-conditioning units to major plant and associated equipment. • How will the contractor meet or exceed overall project objectives and requirements. • Approach that minimise breakdowns and callouts. • Approach that minimise impact on the environment by safely removing and disposing off the air conditioner gas. • How will Transnet's Plant, Infrastructure and Personnel be kept safe during contract activities. • Provide a base SOP for the activities to be performed into consideration activities most likely to be performed. • How will response times be kept to a minimum	20 Points	1 Methodology provided and all the eight (8) items have been covered in detail. = 20 points 2 Methodology provided but only five-seven (5-7) items have been covered in detail. = 15 points 3 Methodology provided but only two-four (2-4) items have been covered in detail. = 10 points 4 Methodology provided but only one (1) item have been covered in detail. = 5 points 6 Methodology zero (0) not provided. = 0 points	The methodology, standards and working procedures that will be used in the execution of this contract (detailed written process and project plan
T2.2-04	Compliance to scope of work and verification of compliance to the scope of work. Adherence to TP scope of work (read, completed and signed off all the pages and return with tender document)	20 Points	1 Scope of work and verification of compliance to the scope of work returned (complete and signed off) written yes if complying. = 20 points 2 Scope of work and verification of compliance to the scope of work returned but not fully completed, not	Completed and sign off both the scope of work and verification of compliance to the scope of work.



	Complying Yes (if complying) No (if not complying) from page 10 to 12. Adherence to TP verification of compliance to the scope of work (read, completed and signed off all the pages and return with tender document) Complying Yes (if complying) No (if not complying) page 33.		signed off on all the pages and written No (if not complying) or not returned. = 0 point	
T2.2-05	Experience Specific knowledge of relating to projects of this nature. Previous experience of servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners (only completed projects) in the past 10 years, with contactable references on a letter head of the company and certificate of completion of the work.	15 Points	1 Five-Eight (5-8) contactable references, in the format of letters and contact details on client's letterhead and completion certificates for servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners = 15 points 2 Two-Four (2-4) contactable references, in the format of letters and contact details on client's letterhead and completion certificates for servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners. = 10 points 3 One (1) contactable reference, in the format of letters and contact details on client's letterhead and completion certificates for servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners. = 5 points 4 Zero (0) contactable references, in the format of letters and contact details on client's letterhead and completion certificates for servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners 0 points	The reference letter should reflect the following" Company letter head Value of the job Contactable details

T2.2-06	Management and Cv's of Key persons for complete Evaluation Schedule. Bidder must provide 2 Technicians/Artisan Refrigeration trade test or Refrigeration mechanic trade test available to work and also state their level of skills, certification and experience to carry out servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners. Submission of valid proof of competent Refrigeration trade test or Refrigeration mechanic trade test, as required by The Occupational Health and Safety Act- Act 85 of 1993. Technician must have at least N3 and above certificate with a recognised institution based in South Africa. Project Manager must have at least a Diploma in Mechanical Engineering or above with a recognised institution based in South Africa.	15 Points	1 The list provided with 2 certified and skilled Artisan Refrigeration trade test or Refrigeration mechanic trade test with each 6-8 years of experience capable of carrying out work. = 15 points 2 The list with 2 certified and skilled Artisan Refrigeration trade test or Refrigeration mechanic trade test with each 4-5 years of experience capable of carrying out work. = 10 points 3 The list provided with 2 certified and skilled Artisan Refrigeration trade test or Refrigeration mechanic trade test with each 2-3 years of experience capable of carrying out work. 5 points 4 The list provided with 2 certified and skilled Artisan Refrigeration trade test or Refrigeration mechanic trade test with each less than 1 year of experience capable of carrying out work. Or no proof of artisan/technician provided = 0 points	Management and Key persons CV's
T2.2-07	Locality of contractor. Submit proof of residence of company not older than 3 months in the form of utility bill.	30 Points	1 Contractor based in Durban. = 30 point 2 Contractor based outside Durban, but in KZN region. = 20 points 3 Contractor based outside Kwa-Zulu Natal. = 10 points	Submit proof of residence of company not older than 3 months.
Total		100 points		
Threshold		70 points		

C.2.2 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the**

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

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.3 No alternative tender offers will be considered.

C.2.4 Each tender offer shall be in the **English Language**.

C.2.5 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:

C2.6

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

Employer's Agent:

C.2.7 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.8 The closing time for submission of tender offers is:

Time: **14:00PM** on the **15 MARCH 2024**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

- C.2.9 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.
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C The tenderer is required to submit with his tender:

- C.2.10
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 an affidavit confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender.
 3. A valid CIDB certificate in the correct designated grading.
 4. Proof of registration on the Central Supplier Database.
 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

- C3.1 The minimum number of evaluation points for functionality is **70 points**

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

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

Functionality Criteria

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

(Please see CIDB Compiler guidance note T1.2 – Tender Data).

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

- T2.2-03 The methodology,
- T2.2-04 Compliance to Specification
- T2.2-05 Previous Experience
- T2.2-06 Management and Cv's of Key Persons
- T2.2-07 Locality of contractor

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

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

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1 & 2	10 points
30% black Women Owned Entities	10 points
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

The maximum points for this bid are allocated as follows:

DESCRIPTION		POINTS
PRICE		80
B-BBEE STATUS LEVEL OF CONTRIBUTION		20
Specific Goals	Number of Points allocated (80/20)	
B-BBEE Level of contributor (1 or 2)	10	
30% black Women Owned Entities	10	
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	
Total points for Price and Specific Goals must not exceed		100

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.3.3 Tender offers will only be accepted if:

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

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) 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,
- d) has the legal capacity to enter the contract,
- e) 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,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

C.3.4 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
51% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form.
Entities/Black People living in rural areas	Entity's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months

South African Enterprises	CIPC Registration Documents
EME or QSE 51% Black Owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Entities that are 51 % Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Promoting exports orientated production for Job creation	Returnable section/annexure..... on job creation
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Returnable section/annexure..... on job creation.
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women, 51% black Youth and 51% people with disabilities. II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black owned.	Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) of the sub-contracted entities.
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIP - Registered address of entity

T2.1 List of Returnable Documents

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

T2.2-01 **Stage one as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at `Compulsory Tender Clarification Meeting

T2.2-02 **Stage two as per CIDB: as per CIDB: Eligibility Criteria Schedule** - CIDB Registration **4ME or HIGHER**

2.1.2 Stage three as per CIDB: these schedules will be used for evaluation purposes:

T2.2-03 The methodology,

T2.2-04 Compliance to Specification

T2.2-05 Previous Experience

T2.2-06 Management and Cv's of Key

T2.2-07 Locality of contractor

2.1.3 Returnable Schedules:

General:

T2.2-08 Authority to submit tender.

T2.2-09 Availability of equipment and other resources

T2.2-10 Capacity and Ability to meet Delivery Schedule

T2.2-11 Letter of Good Standing

T2.2-12 Record of addenda to tender documents.

T2.2-13 Risk Elements

T2.2-14 Site Establishment requirements

T2.2-15 Certificate of Acquaintance with Tender Document

Agreement and Commitment by Tenderer:

T2.2-16 CIDB SFU ANNEXURE G Compulsory Enterprise Questionnaire

T2.2-17 Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6

T2.2-18 Non-Disclosure Agreement

T2.2-19 RFP – Breach of Law

T2.2-20 RFP Declaration Form

T2.2-21 Supplier Code of Conduct

T2.2-22 Service Provider Integrity Pact

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-23 Insurance provided by the Contractor.

T2.2-24 Two (2) years audited financial statements.

1.3.3 Transnet Vendor Registration Form:

T2.2-25 Transnet Vendor Registration Form

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

2.3 C1.2 CONTRACT DATA

2.4 C1.3 FORMS OF SECURITIES

2.5 C2.1 PRICING INSTRUCTIONS (ACTIVITY SCHEDULE)

2.6 C2.2 ACTIVITY SCHEDULE

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that.

(Company Name)

Represented

(Name and

by:

Surname)

Was represented at the compulsory tender clarification meeting.

Held at:		
On (date)		Starting time:

Of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

**For and on Behalf of the
Employers Agent.**

Date

T2.2-02: 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

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

2. Joint Venture (JV)

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

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

T2.2-03: Evaluation Schedule – methodology standards, and working procedures that will be used in the execution of this contract and project plan to be supplied by bidder

The methodology, standards and working procedures that will be used in the execution of this contract (detailed written process and project plan to be supplied by the bidder

The scoring of the tenderer's methodology will be as follows:

Pts	Criterion: The methodology, standards and working procedures that will be used in the execution of this contract (detailed written process and project plan to be supplied by the bidder):
20	Methodology provided and all the eight (8) items have been covered in detail.
15	Methodology provided but only five-seven (5-7) items have been covered in detail.
10	Methodology provided but only two-four (2-4) items have been covered in detail.
5	Methodology provided but only one (1) item have been covered in detail.
0	Methodology zero (0) not provided.

Attached submissions to this schedule:

.....

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T2.2-04: Evaluation Schedule – Compliance to Scope of Works

The tenderer is to acknowledge the specification by completing yes or no on each block on clause of the specification, and all pages of the specification must be signed or stamped by bidder.

The scoring of the Compliance to Specification:

Criteria	Scoring Methodology (Based on Weight)	Evidence
Compliance to the scope of work and verification of compliance to the scope of work.	Fully Compliant = 20 points	Scope of work/specification returned (complete and signed off) and (Complying Yes if complying)
Adherence to TP scope of work (read, completed, and signed off all the pages and return with tender document)	Non-compliant = 0 points	Scope of work/ specification returned but not fully completed, not signed off on all the pages and Complying No (if not complying) or not returned

Complying Yes (if complying) No (if not complying) from page 10 to 12. Adherence to TP verification of compliance to the scope of work (read, completed, and signed off all the pages and return with tender document) Complying Yes (if complying) No (if not complying) page 33.		
--	--	--

Attached submissions to this schedule:

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T2.2-05: Evaluation Schedule: Previous Experience

Note to tenderers:

The tenderer to acknowledge the following:

The experience of the tendering entity or joint venture partners in the case of an incorporated joint venture or consortium, as opposed to the key staff members/ experts, in similar projects completed over the past 10 years will be evaluated. Tenderers should very briefly describe their experience in this regard and attach this to this schedule. Proof of participation and contact details of clients of the relevant projects must also be provided. The description should be put in tabular form with the following headings:

Employers, contact person and telephone number, where applicable	Description of Event	Detail of work undertaken nature of work & nature	Date undertaken.

The scoring of the tenderer's experience will be as follows:

Pts	Criterion: Experience Specific knowledge of relating to projects of this nature. Previous experience of servicing, maintenance, repairs replacements and breakdowns of plant type aircon units) in the past 10 years, with contactable references on a letter head of the company and certificate of completion of the work.
15	Five-Eight (5-8) contactable references, in the formal of letters with contact details on client's letterhead or Purchase order or letter of award with completion certificates of servicing, maintenance, repairs replacements and breakdowns of plant type aircon units) submitted
10	Two-Four (2-4) contactable references, in the formal of letters with contact details on client's letterhead or Purchase order or letter of award with completion certificates of servicing, maintenance, repairs replacements and breakdowns of plant type aircon units) submitted.
5	One (1) contactable reference, in the formal of letters with contact details on client's letterhead or Purchase order or letter of award with completion certificates of servicing, maintenance, repairs replacements and breakdowns of plant type aircon units) submitted.
0	Zero (0) contactable references, in the formal of letters with contact details on client's letterhead or Purchase order or letter of award with completion certificates of servicing, maintenance, repairs replacements and breakdowns of plant type aircon units) submitted.

Index of documentation attached to this schedule.

	DOCUMENT NAME
1	
2	
3	

T2.2-06 Management and Cv's of Key persons for complete Evaluation Schedule

Submission of valid proof of competent Artisan Refrigeration trade test or Refrigeration mechanic trade test, as required by The Occupational Health and Safety Act- Act

The scoring of the tenderer's certification will be as follows:

Pts	Criterion: Management and Cv's of Key persons for complete Evaluation Schedule. Bidder must provide 2 Artisan Refrigeration trade test or Refrigeration mechanic trade test available to work and state their level of skills, certification, and experience to carry out servicing, maintenance, repairs replacements and breakdowns of plant type aircon units. Artisan must have at least N3 and above certificate with a recognised institution based in South Africa. Project Manager must have at least a Diploma in Mechanical Engineering or above with a recognised institution based in South Africa.
15	The list provided with 2 certified and skilled Artisan Refrigeration trade test or Refrigeration mechanic trade test with each 6-8 years of experience capable of carrying out work.
10	The list provided with 2 certified and skilled Artisan Refrigeration trade test or Refrigeration mechanic trade test with each 4-5 years of experience capable of carrying out work.
5	The list provided with 2 certified and skilled Artisan Refrigeration trade test or Refrigeration mechanic trade test with each 2-3 years of experience capable of carrying out work.
0	The list provided with 2 certified and skilled Artisan Refrigeration trade test or Refrigeration mechanic trade test with each less than 1 year of experience capable of carrying out work.

Index of documentation attached to this schedule.

	DOCUMENT NAME
1	
2	
3	

T2.2-07 Locality of contractor

Submit proof of residence of company not older than 3 months.

The scoring of the tenderer's certification will be as follows:

Pts	Criterion: Submit proof of residence of company based in Durban not older than 3 months in the form of utility bill.
30	Proof of company residential address shows that Contractor based locally in Durban
20	Proof of company residential address shows that Contractor based outside Durban but in KZN
10	Proof of company residential address shows that Contractor based outside KZN

Index of documentation attached to this schedule.

	DOCUMENT NAME
1	
2	

T2.2-08: Authority to submit a Tender.

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____
 _____ hereby authorise Mr/Ms _____ acting in the
 capacity of _____, to sign all documents in connection with the
 tender offer for Contract _____ and any contract resulting from it on
 our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

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

[illegible]

T2.2-10: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

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

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past to illustrate his potential capacity to do work of a similar nature.
 - 1 Current and future work on his order book, showing quantity and type of equipment.
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on.
 - 2 The work as covered in this Works Information, planned, and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

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

T2.2-11 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

T2.2-12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-13: Risk Elements

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

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

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

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

DESCRIPTION OF THE WORKS PROVISION FOR MAINTENANCE REPAIRS REPLACEMENTS AND BREAKDOWNS OF PLANT TYPE AIRCON UNITS ON AS AND WHEN BASIS FROM DURBAN TO STANGER TO PORT SHEPSTONE AND CATO RIDGE (SURROUNDING AREAS) FOR A 36 MONTH PERIOD.

Tenderers to indicate their Site establishment area requirements:

[illegible]

T2.2-15 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 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., without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices.
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices.
 - d) the intention or decision to submit or not to submit, a Tender.

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-16 ANNEXURE G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

1. SECTION 1: NAME OF ENTERPRISE: _____

2. SECTION 2: VAT REGISTRATION NUMBER, IF ANY: _____

3. SECTION 3: CIDB REGISTRATION NUMBER, IF ANY: _____

4. SECTION 4: CSD NUMBER: _____

5. SECTION 5: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

Name	Identity number	Personal income tax number

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

6. SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed

Date

Name

Position

Enterprise

name

**SBD 6.1****T2.2-17 PREFERENCE POINTS CLAIM FORM**

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price.
 - (b) B-BBEE Status Level of Contribution; and
 - (c) Any other specific goal determined in the Transnet preferential procurement policy.
- 1.4 The maximum points for this bid are allocated as follows:

		POINTS
PRICE		80
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2		20
Specific Goals	Number of points allocated (80/20)	
B-BBEE status level of contribution level 1 or 2	10	
30% black Women Owned Entities	10	
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	
Total points for Price and B-BBEE must not exceed		100

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where?

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. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

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

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

Enterprise	B-BBEE Certificate & Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency. 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	Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership. Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership. Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

¹ 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 an affidavit as the generic codes are not applicable to them.

1.4 AND 6.1

6.1 B-BBEE Status Level of Contribution: . = (maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.

(***Tick applicable box***)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier
- ☐ Other Suppliers, 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 certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have

not been fulfilled, the purchaser may, in addition to any other remedy it may have

- (a) disqualify the person from the bidding process.
- (b) recover costs, losses or damages it has incurred or suffered because of that person's conduct.
- (c) cancel the contract and claim any damages which it has suffered because 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 penalize the bidder up to 10 percent of the value of the contract.
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2

Do

you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether 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 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

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.

T2.2-18 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 Agents mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member.
- 1.2 Bid or Bid Document (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 Confidential Information means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than because of disclosure by the Receiving Party or any of its Agent's contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 Group means any subsidiary, any holding company, and any subsidiary of any holding company of either party; or
- 1.5 Information means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, knowledge, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall always remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property

rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.



DESCRIPTION OF THE WORKS PROVISION FOR MAINTENANCE REPAIRS REPLACEMENTS AND BREAKDOWNS OF PLANT TYPE AIRCON UNITS ON AS AND WHEN BASIS FROM DURBAN TO STANGER TO PORT SHEPSTONE AND CATO RIDGE (SURROUNDING AREAS) FOR A 36 MONTH PERIOD.

- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-19: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

Where found guilty of such a serious breach, please disclose:**NATURE OF BREACH:**_____

_____**DATE OF BREACH:**

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-20: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-19 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

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

T2.2-21: Supplier Code of Conduct

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

2. *Transnet SOC Limited is 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.*

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

T2.2-22 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")

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 to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

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

2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

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

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

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

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the

contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

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

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

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

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

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

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

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

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

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

5 DISQUALIFICATIONS FROM TENDERING PROCESS

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

5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

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

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

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

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

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

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

7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

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

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her 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.

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 GENERALS

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

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

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

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

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

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) *(Insert name of Company)*
Resolution from Board of Directors)

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

Signed this on day _____ at _____

 Signature

T2.2-23: Insurance provided by the *Contractor*.

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005) (amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Contractor* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

T2.2-24: Two (2) year audited financial statements.

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

T2.2-25: SUPPLIER DECLARATION FORM

Please Note: This Supplier Declaration Form is only to be completed by the successful bidder who is awarded the contract.

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix V to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

Please Note: Effective **1 April 2016** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable), as EMEs and QSEs (QSE's with more than 51% ownership) are only expected to supply an affidavit as per (Appendix D and E). These affidavits must be resubmitted on an annual basis as failure to do so may result in the supplier's account being suspended.

In addition, please note of the following very important information:

1. **If your annual turnover is less than R10 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company AND / OR B-BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), or a sworn Affidavit should you feel you will be able to attain a better B-BBEE score. (Appendix D).

2. **If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific B-BBEE level based on any 4 of the 7 elements of the B-BBEE scorecard, please include your B-BBEE certificate in your submission as confirmation of your status. Or if the Supplier is a QSE with More than 51% black owned, they can submit an affidavit (Appendix E).

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g., permanent SANAS Member).

3. **If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific B-BBEE level based on all seven elements of the B-BBEE generic score-card. Please include your B-BBEE certificate in your submission as confirmation of your status.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

4. **The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. From 01 May 2015 only B-BBEE certificates issued by SANAS accredited verification agencies will be valid.

PROTECTION OF PERSONAL INFORMATION

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this Supplier Declaration Form, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In completing this Supplier Declaration form, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Transnet Vendor to facilitate for payment in the execution of the Agreement between Transnet and the Respondent and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this Supplier Declaration Form (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and their identity thereof in terms of the POPIA.
11. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is hereby consenting to the processing of their personal information for the purpose of this Supplier Declaration Form and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

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

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

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

Signature of Respondent's authorised representative: _____

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



Supplier Declaration Form

Important Notice: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Did your company previously operate under another name?					Yes		No	
If YES state, the previous details below:								
Trading Name								
Registered Name								
Company Registration No or ID No If a Sole Proprietor								
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor		
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt		
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office			

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from	



DESCRIPTION OF THE WORKS PROVISION FOR MAINTENANCE REPAIRS REPLACEMENTS AND BREAKDOWNS OF PLANT TYPE AIRCON UNITS ON AS AND WHEN BASIS FROM DURBAN TO STANGER TO PORT SHEPSTONE AND CATO RIDGE (SURROUNDING AREAS) FOR A 36 MONTH PERIOD.

SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original affidavit (see example in Appendix I). Your Non-VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	



Is your company a Labour Broker?		Yes		No	
Main Product / Service Supplied e.g., Stationery / Consulting / Labour etc.					
How many personnel does the business employ?		Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit an affidavit, as per Appendix II.					

Most recent Financial Year's Annual Turnover	<R10Million		>R10Million <R50Million		>R50Million	
--	-------------	--	----------------------------	--	-------------	--

Does your company have a valid B-BBEE certificate?				Yes		No	
What is your Broad-Based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of B-BBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician's letterhead, confirming the disability.							

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

Stamp And Signature of Commissioner of Oaths			
Name		Date	
Signature		Telephone No	

Appendix B

Example of an Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ is not a registered VAT
vendor and is not required to register as a VAT vendor because the combined value of taxable
supplies made by the provider in any 12-month period has not exceeded or is not expected to exceed
R1million threshold, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus, signed and sworn to before me at _____ on this the _____
day of _____ 20_____,

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

Commissioner of Oaths

Appendix C

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

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ employs three or more full time employees,
which employees are engaged in the business of rendering the services of the organisation and are
not connected persons as defined in the Income Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus, signed and sworn to before me at _____ on this the _____
day of _____ 20_____,

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

Commissioner of Oaths

Appendix D

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned.
- The enterprise is _____% black woman owned.
- The enterprise is _____% black youth owned.
- The enterprise is _____% black disabled owned.
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10,000,000.00 (ten million rand).

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

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

4. The entity is an empowering supplier in terms of the **DTI** Codes of Good Practice.

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Appendix E

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned.
- The enterprise is _____ % black woman owned.
- The enterprise is _____ % black youth owned.
- The enterprise is _____ % black disabled owned.
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of **the DTI** Codes of Good Practice. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities		

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

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

C1.1: Form of Offer & Acceptance

Offer

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

TITLE OF THE CONTRACT

OF THE WORKS PROVISION FOR MAINTENANCE REPAIRS REPLACEMENTS AND BREAKDOWNS OF PLANT TYPE AIRCON UNITS ON AS AND WHEN BASIS FROM DURBAN TO STANGER TO PORT SHEPSTONE AND CATO RIDGE (SURROUNDING AREAS) FOR A 36 MONTH PERIOD

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 the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other



DESCRIPTION OF THE WORKS PROVISION FOR MAINTENANCE REPAIRS REPLACEMENTS AND BREAKDOWNS OF PLANT TYPE AIRCON UNITS ON AS AND WHEN BASIS FROM DURBAN TO STANGER TO PORT SHEPSTONE AND CATO RIDGE (SURROUNDING AREAS) FOR A 36 MONTH PERIOD.

period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Works Information

Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.



DESCRIPTION OF THE WORKS PROVISION FOR MAINTENANCE REPAIRS REPLACEMENTS AND BREAKDOWNS OF PLANT TYPE AIRCON UNITS ON AS AND WHEN BASIS FROM DURBAN TO STANGER TO PORT SHEPSTONE AND CATO RIDGE (SURROUNDING AREAS) FOR A 36 MONTH PERIOD.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s)

Name(s)

Capacity

*for the
Employer*

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:**For the Employer**

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Transnet SOC Ltd

Name &
signature
of
witness

Date

C1.2 Contract Data

PART ONE - DATA PROVIDED BY THE *EMPLOYER*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>

of the NEC3 Engineering and
Construction Contract June 2005
(amended June 2006 and April
2013)

10.1 The *Employer* is: **Transnet SOC Ltd**
(Registration No. 1990/000900/30)

Address Registered address:
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Having elected its Contractual
Address for the purposes of this
contract as: **Transnet Property**
202 Anton Lembede Street
Durban Central
4000

10.1 The *Project Manager* is: (Name) **Shaun Patience**

Address **202 Anton Lembede Street**
Durban Central
4000

Tel **031 361 2181**

e-mail **shaun.patience@transnet.net**

10.1 The *Supervisor* is: (Name) **Jayandran Reddi**

Address	202 Anton Lembede Street
	Durban Central
	4000
Tel No.	031 361 5860
e-mail	jayandran.reddi @transnet.net
11.2(13)	The <i>works</i> are OF THE WORKS PROVISION FOR MAINTENANCE REPAIRS REPLACEMENTS AND BREAKDOWNS OF PLANT TYPE AIRCON UNITS ON AS AND WHEN BASIS FROM DURBAN TO STANGER TO PORT SHEPSTONE AND CATO RIDGE (SURROUNDING AREAS) FOR A 36 MONTH PERIOD
11.2(14)	The following matters will be included in the Risk Register None
11.2(15)	The <i>boundaries of the site</i> are As stated in Part C4.1."
11.2(16)	The Site Information is in Part C4
11.2(19)	The Works Information is in Part C3
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 1 week
2	The <i>Contractor's</i> main responsibilities No additional data is required for this section of the <i>conditions of contract</i>.
3	Time
11.2(3)	The <i>completion date</i> for the 30 March 2027 whole of the <i>works</i> is

30.1	The <i>access dates</i> are	Part of the Site	Date
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	01 April 2024	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	Same day after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	1 day	
5	Payment		
50.1	The <i>assessment interval</i> is	30 (thirty) days after submission of invoice.	
51.1	The <i>currency of this contract</i> is	South African Rand.	

51.2	The period within which payments are made is	Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements:
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Pretoria Silverton
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
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8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	December shutdown Rainy season/inclement weather may impact the project timelines.
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability

Cover / indemnity **Is to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are: **As stated in the insurance policy for Contract Works / Public Liability**

4 Insurance against: **Contract Works SASRIA insurance subject to the terms, exceptions, and conditions of the SASRIA coupon**

Cover / indemnity **Cover / indemnity is to the extent provided by the SASRIA coupon**

The deductibles are **The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**

Note: **The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected

- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components, or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components, or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.**

7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract

9 Termination

There is no additional Contract Data required for this section of the *conditions of contract*.

10 Data for main Option clause

	Priced contract with Activity Schedule	No additional data is required for this Option A.
60.6	The <i>method of measurement</i> is	The Activity Schedule
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	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 Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Pretoria, South Africa
	The person or organisation who will choose an arbitrator. - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	

DESCRIPTION OF THE WORKS PROVISION FOR MAINTENANCE REPAIRS REPLACEMENTS AND BREAKDOWNS OF PLANT TYPE AIRCON UNITS ON AS AND WHEN BASIS FROM DURBAN TO STANGER TO PORT SHEPSTONE AND CATO RIDGE (SURROUNDING AREAS) FOR A 36 MONTH PERIOD.

[illegible]

X2	Changes in the law	No additional data is required for this Option
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X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R5000.00 per day not exceeding 10% of the contractual value
X13	Performance bond	
X13.1	The amount of the performance bond is	N/A
X16	Retention	
X16.1	The retention free amount is.	
	The retention percentage is	5% on all payments certified.
X18	Limitation of liability	

- X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to: **Nil (this is the default position depending on a risk assessment; therefore, this can go up to Total of the Prices)**
- X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to: **The deductible of the relevant insurance policy**
- X18.3 The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to: **The cost of correcting the Defect**
- X18.4 The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to: **The Total of the Prices**
- The *end of liability date* is

X18.5

At the end of contract

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

Z3 Additional clauses relating to Joint Venture

Z3.1

Insert the additional core clause 27.5.

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables.**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture.**
- **The constituent's interests.**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure.**
- **Written confirmation by all the constituents:**

- i. of their joint and several liabilities to the *Employer* to Provide the Works.
- ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;
- iii. Identification of the roles and responsibilities of the constituents to provide the Works.
- Financial requirements for the Joint Venture:
 - iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time.
 - v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z3.2

Insert additional core clause 27.6.

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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

Z4.2 Termination Table

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

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

Z4.3

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

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

Z5.1

The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:

1. Confidential – this clearance is based on any information which may be used by malicious, opposing, or hostile elements to harm the objectives and functions of an organ of state.
2. Secret – clearance is based on any information which may be used by malicious, opposing, or hostile elements to disrupt the objectives and functions of an organ of state.
3. Top Secret – this clearance is based on information which may be used by malicious, opposing, or hostile elements to neutralise the objectives and functions of an organ of state.

Z6 Additional Clause Relating to Collusion in the Construction Industry

Z6.1

The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later about any declared tender rigging including blacklisting.

Z7.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

28.1 Insert additional clause 27.7.

27.7.1. The *Employer* encourages its *Contractors* to constantly strive to improve their B-BBEE Contributor Status Levels. To this end, the *Contractor* is to maintain and/or improve its B-BBEE Improvement Plan over the Contract period as per Returnable Schedule

27.2.2. The *Contractor* shall, for the duration of the Works, comply with the B-BBEE Improvement Plan. The accepted *Contractor's* B-BBEE Improvement Plan constitutes an offer to perform all its B-BBEE commitments and will constitute a binding agreement.

27.7.3. Breach of B-BBEE Improvement Plan commitments provide the *Employer* cause to terminate the contract.

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

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

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

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

27.7.12. In order to guarantee that the *Contractor* meet its obligations in terms of the accepted B-BBEE Improvement Plan and specifically during intervalthe *Employer* shall be entitled to retain 5% (five percent) of every payment due by the *Employer* to the *Contractor* ("B-BBEE Retention Amount").

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

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

27.7.15. Should the *Contractor's* obligations:

- be met in terms of the accepted B-BBEE Improvement Plan, the B-BBEE Retention amount shall be released within 30 (thirty) days of the date of verification of compliance by the *Contractor* of its obligations in terms of the accepted B-BBEE Improvement Plan, at which time the monies shall be paid over to the *Contractor*.
- not be met, unless such failure is an attributable occurrence of an event which:
 - stops the *Contractor* Providing the *works* or
 - stops the *Contractor* Providing the *works* by the date shown on the Accepted Programme

and which

- neither Party could prevent and
- an experienced *Contractor* would have judged at the Contract to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it

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

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

C1.2 Contract Data

PART TWO - DATA PROVIDED BY THE *CONTRACTOR*

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

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

Clause	Statement	Data
10.1	The <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	December shutdown Inclement weather season
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	(In figures) (In words), excluding VAT
11.2(31)	The tendered total of the Prices is	(In figures) (In words), excluding VAT



		Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
A		Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41	in	The percentage for people overheads is:	%		
21	in	The published list of Equipment is the last edition of the list published by			
		The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22	in	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate

62 in SCCC	The percentage for design overheads is	%	
63 in SCCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

22 in SCCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SCCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SCCC	The percentage for design overheads is	%		

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

Part C2: Pricing Data

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	
C2.2	Activity Schedule	

C2.1 Pricing Instructions: Option A

THE *CONDITIONS OF CONTRACT*

How the contract prices work and assesses it for progress payments

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

Identified and defined terms

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

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

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

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

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

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

Measurement and Payment

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

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

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

- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his methods.

Activity schedule

Item	Qty	Year 1 Price	Year 2 Price	Year 3 Price
Normal working Hours (Monday to Friday from 7am to 4:00pm)				
1.1. Labour rate (Technician)		R	R	R
1.2. Labour rate (Assistant)		R	R	R
After hours				
2.1. Labour Rate (Technician)		R	R	R
2.2. Labour Rate (Assistant)		R	R	R
Saturday Hours				
3.1. Labour Rate (Technician)		R	R	R
3.2. Labour Rate (Assistant)		R	R	R
Sunday Hours				
4.1. Labour Rate (Technician)		R	R	R
4.2. Labour Rate (Assistant)		R	R	R
Public holidays				
5.1. Labour Rate (Technician)		R	R	R
5.2. Labour Rate (Assistant)		R	R	R
Travel rates (AA Rates)				
0-50 km	NO CHARGE			
>50 km		R	R	R
Annual Service of Plant type air-conditioning system	1	R	R	R
Quarterly service of Plant type air-conditioning system	1	R	R	R
Annual Service of Extraction fans	1	R	R	R
Quarterly service of Extraction fans	1	R	R	R
Total price per year (vat excl)		R	R	R
(VAT) to tender form		R	R	R
Total price per year (vat incl)		R	R	R

Material (Replacement parts) Mark-up	%			
0 to R10 000 00				
R10 000 00 to R50 000 00				
R50 000 00 to R100 000 00				
R100 000.00 and more				



**SCOPE OF WORK FOR MAINTENANCE
REPAIRS REPLACEMENTS AND
BREAKDOWNS OF PLANT TYPE AIRCON
UNITS ON AS AND WHEN BASIS FROM
DURBAN TO STANGER TO PORT SHEPSTONE
AND CATO RIDGE (SURROUNDING AREAS)
FOR A 36 MONTH PERIOD.**

REFERENCE No: TP-DBN-SPEC-004

Revision 0

Date of release: 05/09/2023



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DOCUMENT AUTHORITIES

Department	FACILITIES MANAGEMENT
Department Affected	FM
Effective Date	05/09/23
Compiled by	Shaun Patience
Designation	Technician (Mechanical & HVAC)
Signature& Date	 11.12.2023
Reviewed by	Keith Moodley
Designation	Technician Electrical
Signature and Date	P.P.  11.12.2023
Approved by	J Reddi
Designation	Acting Reg Facilities Manager
Signature and Date	 11 / 12 / 23

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This specification document is for the:

#	TASK	REQUIRED
1	Removal of equipment	✓
2	Manufacture	
3	Supply of material	✓
4	Refurbishment	
5	Repair	✓
6	Maintenance/service	✓
7	Documentation	✓
8	Testing	✓
9	Training	
10	Commissioning	✓
11	Structural Investigation	

Of the specified:

#	ITEM	REQUIRED
1	Maintenance, Repairs, Replacements and Breakdowns of all Plant types of air-conditioning and equipment from unit type air-conditioning units to major plant and associated equipment on an as & when basis from Durban to Stanger, Port Shepstone and Cato Ridge (surrounding areas) for a 36 month period	✓
2	Submission of project completion documents.	✓

2. SITE INSPECTION

- All prospective tenderers shall be required to undertake a compulsory site inspection to fully acquaint themselves with all aspects involved.
- Arrangements to visit the site and confirmation of the date and time of the site inspection shall be made with the Transnet Property Technical Manager or Technical Officer.
- The site inspection certificate shall be completed and countersigned by the Technical Manager or Technical Officer on the day of the visit and must be submitted with the tender documents.

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3. GATE KEEPERS

- a) Submit a letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.
- b) Submit proof of Valid public liability insurance of minimum R1 000 000.00
- c) Submit the proof of Technicians Refrigeration trade test or Refrigeration mechanic trade test.
- d) Submit the proof of South African Qualification and Certification Committee of GAS.
- e) Submit the proof of SARACCA (South Africa Refrigeration & Air Conditioning contractors association).
- f) Submit proof of valid Bidders CIDB Grade 4ME or higher.
- g) Site meeting certificate.
- h) Signed specification of the scope of work.
- i) Failure to submit these documents shall lead to disqualification.
- j) All documents listed in 3a, 3b, 3c, 3d and 3e must be certified and not be older than 3 months from the closing date of this Tender.
- k) All above requirements is mandatory.

4. TECHNICAL REQUIREMENTS

The following regulations must be complied with and any amendments thereof and not limited to:

- a) The Occupational Health and Safety Act – Act 85 of 1993.
- b) SANS 10142-1 The wiring of premises Part 1: Low-voltage installations.
- c) The Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof.
- d) The National Environmental Management Act, 107/1998
- e) The Environmental Conservation Act, 73/1989; and

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5. EXTENT OF THE SERVICE

The Service Provider must be competent in all the following work disciplines:

- a) Air-conditioning plant and associated equipment, chilled water systems, Trane screw chillers, Chillers, pumps, Air handling units, cooling towers, Ducting, Pipe work, Electrics, Fans, Extraction fans, Filters and not limited to the above.
- b) Electrical light current.
- c) And the following sub disciplines plumbing, bricklaying, plastering and painting.
- d) This specification includes for a maintenance service contract on an as and when basis for all types and sizes of air-conditioning, refrigeration, ventilation plant and associated equipment.
- e) The Service Provider must commence Emergency Service within two hours of notification.
- f) The Service Provider must commence Day to Day service within twenty-four hours of notification.

6. SPECIFIC REQUIREMENTS

- a) The Technical Manager will issue a detailed written instruction by means of a Notification to the Service Provider before a service can commence. Where a service is of an emergency nature, the Technical Manager may give a verbal instruction that must be confirmed in writing by means of a notification.
- b) No service must be performed without the approval of the Technical Manager or a notification notice.
- c) When day to day repairs are to be undertaken, the Service Provider must first estimate the labour and material cost based on the price list, notify the Technical Manager will by means of a quote (e-mail) for the service to be performed. If the Technical Manager approves the quote he will then create a Preventative Maintenance order (PM Order) and SCS will create a Purchase Order number and notify the Service Provider by e-mail. Only then can the Service Provider proceed with the repairs work.

7. REQUIREMENTS ON SITE

The Service Provider must make his/her own arrangements for electrical power and water supplies, from the nearest Transnet outlet to the work site.

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- a) The Service Provider must provide all necessary Labour, material, tools, plant and transport to carry out the service.
- b) The work must be completed to the satisfaction of the Technical Manager and the work site must be left in a clean and tidy state at all times.
- c) Where available, only materials that have the S.A.B.S. stamp of approval must be used.
- d) The Service Provider must not turn off any Electrical or water supply without obtaining permission from the Technical Manager or Technical Officer.
- e) The Service Provider must be in possession of or have access to a cellular phone and a facsimile machine.
- f) When required to service an air-conditioning unit, the Service Provider must carry out the maintenance strictly in accordance with the maintenance schedule the attached maintenance service report document must complete and handed in with the invoice. A report must be filled in for each unit separately. Failure to complete the service reports means failure to complete the service. No invoice will be paid if services are outstanding.

8. MAIN AREA OF OPERATION

- a) The service site is on Transnet buildings for the Durban to Stanger, Port Shepstone and Cato Ridge (surrounding areas).

9. GUARANTEE

- a) The contractor must, at his own expense, make good to the satisfaction of the Technical Officer all defective materials, electronic equipment and workmanship which may manifest itself within a period of six months after completion of work.
- b) The contractor must, at his own expense, make good to the satisfaction of the Technical Officer all defective materials and workmanship pertaining to new works which may manifest itself within a period of twelve months after completion of work.
- c) Specify when the system becomes fully operational and when the guarantee period takes effect.
- d) Annual Testing, certification and Transfer of Skills.

10. SUPERVISION

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11. INCOMPETENT EMPLOYEES

- a) Any person employed by the Contractor on the Works who is, in the opinion of the Technical Officer, incompetent, or who may act in any improper manner, may be discharged from the Works by the Technical Officer, and such a person shall not again be employed on the Works without the permission of the Technical Officer.

12. COMPLIANCE WITH STATUTES AND SAFETY RULES

- a) The Contractor must at his cost comply with all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant regulations framed there under which are applicable to the work to be undertaken.
- b) The Contractor must, in particular, at his own costs comply with the following Act's:
- c) The compensation for Occupational injuries and Diseases Act, No. 130 of 1993 and any amendments thereof. The Contractor must produce proof of his registration and good standing with the Compensation Commissioner in terms of the act.
- d) The Contractor undertakes to carry out its obligations in accordance with the requirements of the Occupational Health and Safety Act No 85 of 1993 and to comply with all requirements of the said act and any amendments thereof. The Contractor also undertakes to comply with the Safety rules of Transnet, as adopted from time to time.
- e) In addition the Contractor must report all accidents in writing to the Technical Officer. Any accident resulting in the death or injury to any person on the Works must be reported within 24 hours of its occurrence, and any other accident must be reported within 48 hours of its occurrence.
- f) All electrical work carried out by the contractor must comply fully with the new Electrical Code of Practice SANS 10142-1 including all regulations referred to in SANS 10142-1 and any amendments thereof. Contractor must supply the Transnet Property Technical Officer with a compliance certificate for all new and / or altered electrical circuits upon completion of electrical works.
- g) 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.
- h) The Contractor shall not use or keep any poisonous or highly flammable materials on the Affected Property without the approval of the Technical Manager (Building / Centre Manager), for the rendering of the Service or for whatever purpose.

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- i) 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.
- j) 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.
- k) The Contractor may not do or leave or permit anything on the Affected Property that, in the opinion of Technical Manager (Building- / Centre 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 Affected Property.
- l) The Contractor will 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.
- m) **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 Affected Property, will appear in English plus at least one other official language.

13. HOURS OF DUTY

- a) All work must be carried out between the hours of 07H00 and 16H00, Monday to Friday, unless otherwise arranged with the Technical Officer.

14. SCOPE OF WORK

The Scope of Work to be performed under this Contract shall be the Preventative, Corrective and Emergency Maintenance of the Heating, Ventilation and Air-conditioning System compromising the equipment listed in the Inventory List together with all ancillary equipment and measurements necessary for the safe and efficient operation of the Installation. This shall include piping, controls, instruments, safety devices, fire control and pressure regulating dampers, air distribution equipment and electrical switchboards specifically for these systems including all wiring and switchgear on the load side of the main incoming isolators. Including minor new works. Therefore the following is agreed between the Contractor and the Employer.

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This Service covers the preventative, corrective and emergency maintenance, replacement of faulty / worn out components and adjustments, all in situ and on a planned basis for the Heating, Ventilation and Air Conditioning Plant System in the Affected Property as describe in the Annexure's 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.

The Installation shall at all-time comply with provisions of all Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations applicable to the Installation.

Item no.	<u>REQUIREMENTS</u>	Complying Yes (if complying) No (if not complying)
a	Checks / maintenance / inspection / tests etc. will also include those specified by the supplier or manufacturer of the components of the Installation. The Contractor shall be responsible to include these in the applicable Activity Schedule attached hereto.	
b	The Contractor shall use a set of applicable Activity Schedules per Affected Property that will be neatly bound to serve as a plant / logbooks of the Installation of the particular Affected Property.	
c	The Contractor shall maintain the plant and other logbooks of the Installation that are kept on the Affected Property which contains such data and information that is required. 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 Technical Manager (Building- / Centre Manager). Failing to provide the Technical Manager (Building / Centre Manager) with the relevant documents / copies, the Installation will be seen as not being serviced and an amount will be deducted from the Contractor's monthly invoice.	
d	The Contractor shall at all times upon arrival on the Affected Property for each inspection / service or call-out, report to the Technical Manager (Building / Centre Manager) or such nominated representative, 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 Affected Property. Failing to report to the Technical Manager (Building / Centre Manager), the Installation will be seen as not being serviced.	

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e	The Contractor shall maintain all plant rooms and or service ducts in a clean, neat and tidy condition and remove all debris and surplus materials from the Affected Property.	
f	The Contractor to inspect all Plant types of air-conditioning and equipment from unit type air-conditioning units to major plant and associated equipment for any corrosion, wear, fatigue. If any strip sand down and clean. Apply anti rust treatment and repaint. This must be included in the annual service of the Schedule Price / Rates list.	
g	Any new installations of Plant types of air-conditioning and equipment from unit type air-conditioning units to major plant and associated equipment must be treated with bluchem.	
h	Any replacement refrigerants used should be compliant and environmentally friendly.	
i	The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site / Affected Property for the purpose of the Service, and at his own expense shall provide any apparatus necessary for such use.	
j	The Employer, at the request of the Contractor, shall arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.	
k	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, or due to water or electricity cuts, shall be logged in the applicable report book.	
l	Notwithstanding anything expressed or implied to the contrary in this Scope of Work, the Contractor, shall plan and execute the Service in this Contract in such a way with sufficient spares and materials available and with sufficient staff employed on Site / Affected Property that, subject to proper operation of the Installation by the Employer and or his Tenants, the downtime of the various pieces of equipment of the Installations will be limited to a reasonable time period comparable with the item of equipment being maintained.	
m	The working of overtime is not intended under this Contract, and no overtime will be paid in respect of	

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	normal Service. Overtime will only be entertained in cases of emergencies where breakdowns occur to essential services. Should an emergency arise, or where it is deemed necessary in the interests of the Employer, specific authority for such overtime must be obtained.	
n	Planning of all normal routine and annual services must ensure that there will be a minimum interruption to the conditions provided by the Installation and the Schedule Price List / Rates shall include for the cost of performing service activities requiring prolonged plant shutdown outside of normal working hours.	

15. EMERGENCY CALL OUT SERVICE AND DOWNTIME OF EQUIPMENT

- a) The Contractor shall for the period of this Contract provide and maintain an 24-7 emergency call-out service, enabling a qualified technician (competent person) being called upon by the Technical Manager (Building / Centre Manager) to undertake any repeating or emergency service within the time as shown:
- b) Emergency service may be executed without receipt of an official order number and solely on the request from the Employer. The Contractor must however ensure that the official from the Employer signs the job card. The Contractor must also ensure that he obtains an official order number from the Employer the following working day.
- c) Only breakdowns which affect public health or the operation and safety of sensitive equipment, shall be treated as emergency repairs. Breakdowns involving personal comfort shall not be considered as emergency repairs unless authorized by Employer.
- d) The response time for call-outs (i.e. from the Contractor's receipt of an official request, to his attendance on Site / Affected Property) shall be as follow:
- e) Emergency call-outs shall not exceed two (2) hours.
- f) Normal breakdown calls shall not exceed four (4) hours.
- g) Contractor to commence Day to Day Work within twenty-four hours (24) of notification.
- h) Repairs to Air-cooled Chilled Water Chillers and water pumps.
- i) Minor failures / problems, (such as external repairs to the chillers or pump-sets not requiring stripping or replacement of components readily available) will not exceed four (4) hours.

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- j) Major failures / problems, mechanical failures, requiring stripping and rebuilding or machining will not exceed five (5) days.
- k) Repairs to chilled water pipe water leaks 1 day.
- l) Should repairs not be possible within the downtime as indicated in Clause d or above it will be the responsibility of the Contractor to obtain extension of time. The request must describe the breakdown, the cause of it, and state clearly all the reasons for the extension and the actual extension required in regard to the repair.
- m) No extra payment will be made for the standby service availability and attendance to breakdowns or other emergencies whether or not during or after normal working hours and the costs there of shall be included in the Price list / Rates.
- n) Call-outs that resulted from breakdowns shall be analysed by the Contractor on a monthly basis and relevant action shall be taken. The fault analysis (call-out rate) shall be compiled by the Contractor and shall be recorded; this history shall be kept for at least three (3) years.
- o) The Contractor shall ensure that Technical Manager (Building / Centre manager) is at all times be in possession of such telephone numbers and contact addresses as may be necessary to enable Employer to make emergency calls / call-outs.

16 REQUIREMENTS FOR PLANT AND MATERIAL

Any person with the intention of procuring the plant and material shall ensure that the information below is complied with.

- a) 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.
- b) 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.
- c) 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.
- d) 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.

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- e) 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 Technical Manager.
- f) No Plant and Material 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.
- g) 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 Price List (Rates).
- h) 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.
- i) 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.
- j) All plant, parts, machinery etc. removed from Site / Affected Property for repair purposes shall be signed for by the Contractor 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 Technical Manager (Building / Centre Manager) or called for from the Contractor.

17. EQUIPMENT

The Contractor shall be responsible for the provision of all Equipment that might be needed in order to render an efficient Service this will include but not be limited to ladders, scaffolding or specialised tools, at his own cost and included in the Price List (Rates). The Employer will not pay for form-work / scaffolding.

- a) The Contractor shall be responsible for the provisioning of all material, products, consumables (disposable materials, grease, oils, hacksaw blades, welding rods (all forms of welding), insulation tape required, cleaning materials, touch-up paint and anti-corrosive materials), replacement of nuts, bolts, washers, self-tapping screws etc. plus equipment that might be needed in order to render an efficient Service at his own cost and included in the Price List (Rates). The Employer reserves the right to approve or disapprove these material / products and Equipment.
- b) Only lubricants that comply with the original manufacturer's requirements shall be used.

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- c) The Employer reserves the right to take samples of any consumables and or material supplied by the Contractor for analysis if deemed necessary.
- d) The Contractor shall be fully responsible for all arrangements for the safe storage of his tools, materials and vehicles.

18. DRAWINGS AND DIAGRAMS

- a) 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.
- b) The Employer shall permit the Contractor access to relevant drawings and records relating to the Works, where these are available.
- c) 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 Technical Manager of any further drawing / diagrams or specification that may be required for the execution of the Service.
- d) One copy of the drawings / diagrams furnished to the Contractor as aforesaid shall be kept by the Contractor on the Affected Property, and shall at all reasonable times be available for inspection and use by the Employer or any other authorised person.
- e) The Contractor shall timeously and carefully examine all drawings and shall immediately notify the Technical 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.
- f) 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.
- g) The Contractor hereby grants to the Employer a non-exclusive license, in accordance with the provisions of section 22 of the Copyright Act, 1978 –
- h) 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;
- i) To make free and unrestricted use thereof for its own purposes;

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- j) To provide copies thereof to consultants to be used by them for consultations and consulting services to the Employer;
- k) To provide other parties with copies thereof where tenders are invited by the Employer.
- l) 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.
- m) The Employer shall make no separate or extra payment in respect of any non-exclusive license granted in terms hereof.
- n) 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 this Scope of Work.

19. MAINTENANCE CO-ORDINATION MEETINGS

- a) The Contractor or its duly authorised representative shall be required to attend regular Maintenance Co-ordination meetings with the Employer or his delegate at the relevant Affected Properties on which Services are provided to discuss the provision of Services.
- b) The Contractor must present a written report on the each service rendered by it, in respect of the Installation. Unless the Employer prescribes otherwise, this report shall include the following.
- c) Name, address and telephone number of the Contractor.
- d) Name and address of the Site / Affected Property.
- e) Date of report and reporting period.
- f) Detail on the results of each examination, including any faults analysis, modification, replacement and repair work, adjustment and test carried out.
- g) Results of tests on safety devices.
- h) Incident events.
- i) Problems, including administrative problems with the Employer experienced during reporting period.

20. RESPONSIBILITIES OF THE CONTRACTOR

- a) The first inspection of the existing Installation on / in the Affected Properties.

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- b) Check correctness of As-built Installation drawings / diagrams and documentation, where needed update this drawings / diagrams and documentation (within a one (1) month period after being appointed) and thereafter keep it updated for the duration of this Contract. One copy of the drawings / diagrams and documentation will be handed over to the Technical 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 in / on the Site / Affected Properties. Any amendments to these wiring diagrams and documentation shall be marked up as a revision and the diagrams / documentation reprinted by the Contractor within a ten (10) days period after such change occurring.
- c) The Contractor shall 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 to update the relevant Activity Schedules for approval by the Employer.
- d) Check correctness and or relevance of all Activity Schedules attached to this Scope of Work and where needed provide the Employer with the proposed amendments. The objective is to:
- e) Maintain equipment and equipment operation at all times in accordance with the original or revised design specifications / parameters.
- f) Replace all parts timeously, thereby limiting the incidence of breakdowns, unplanned maintenance or repair and consequently maintain maximum equipment operation.
- g) Ensure that the downtime does not exceed the maximum allowable downtime.
- h) No alterations, erasure or addition is to be made in the text and or quantities of the above document without the approval of the Employer. Any alteration, removal or addition made will not be recognised and the original wording and or quantities of the specific document will be adhered to.
- i) The responsibility for accuracy of the text and or quantities written into the above document remains with the Contractor who updates the documents after the first inspection of this Contract.
- j) The Contractor shall complete the attached Technical Data Sheets of the equipment installed in the Installation within a one (1) month period after being appointed and thereafter keep it updated for the duration of this Contract.
- k) The Contractor shall on a monthly basis and Contractors approved plan systematically examine and or inspect, the Installation in accordance with all regulations, this Contract, the manufacturer's specification and the Activity Schedules, and perform the necessary adjustments, component replacements, cleaning and lubrication. All lubricants shall be of the proper grade for the purpose used and as specified by the manufacturer, amongst other:-

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- l) Check performance of sub-systems and control components against commissioning data and set points and re-commission or recalibrate if necessary.
- m) Adjust and functionally clean system components.
- n) Lubricate all moving parts.
- o) Conduct all necessary tests.
- p) Expedite work.
- q) Clean filters.
- r) Check and repair refrigerant and water leaks and top up where required. Refrigerant loss due to leaks or malfunction of safety equipment is to be replenished by the Contractor at his cost.
- s) Adjust, maintain and repair all pressure, temperature flow and safety devices (including thermometers and gauges), which control the equipment and indicate the running performance.
- t) Adjust, maintain and repair all pressure control stations, manual Service valves, automatic valves.
- u) Repair all interconnecting pipe work if required such as:
- v) Refrigerant piping.
- w) Chilled water piping.
- x) Condenser water piping.
- y) Water make-up piping.
- z) Drain piping.
- aa) Adjust, maintain and repair all supply and return air grilles and diffusers, fire dampers, opposed blade dampers and damper operators.
- bb) Repair all ductwork, sound attenuators and supporting equipment.
- cc) Adjust, maintain, repair and replace fuses, circuit breakers, isolators, starter switches, pilot lights, amp and volt meters and electric wiring from main incoming isolator.
- dd) Clean all plant rooms.
- ee) Touch-up paint on equipment to minimise deterioration and to keep in an acceptable and neat condition.

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- ff) Furnish a written report following each inspection and / or emergency call, incorporating a description of the malfunction and action taken.
- gg) In the event of repairs or replacements becoming necessary, submit an estimate of the cost of the work concerned to the Employer or his representative and on receipt of instructions to that effect put the work in hand.
- hh) In the event of emergency repairs having to be carried out, the need for such repairs shall be reported immediately to the Employer or his representative for further instructions.
- ii) Be responsible for making arrangements with the Employer or his representative in charge regarding the availability of the Installation for the purpose of servicing and / or repairs.
- jj) Forward copies of the log sheets, complaints received and service sheets on a monthly basis to the Employer or his representative.
- kk) Direct and monitor specialist Sub-Contractors.
- ll) Institution (if necessary) and maintain on the Employer's behalf of a Refrigeration Record book in accordance with Regulation C 43 of Act No. 6 of 1983 as amended.
- mm) Institution if necessary) and maintain, on the Employer's behalf, of a Pressure Vessel Record Book in accordance with Regulation C 75 of Act No.6 of 1983 as amended.
- nn) Check and adjust safety devices in accordance with equipment supplier's instructions.

21. SITE PROCEDURES

- a) Service and Maintenance visits shall be carried out at intervals not exceeding one calendar month.
- b) Upon arrival on the Site / Affected Property at a pre-arranged time, the Contractor shall report to the Employer's appointed representative and attend to any matters which may necessitate immediate action.
- c) Upon completion of the Service / Maintenance visit, the Technician shall complete and sign all documents needed, listing all additional work required and submit this to the Employer's representative for approval and endorsement before leaving the premises.

22. ENVIRONMENTAL CONSTRAINTS AND MANAGEMENT

- a) The Contractor shall provide a Contractor's Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The Technical Manager has the right to request additional specific work method statements should in his opinion this be required.

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- b) Progressive and systematic finishing and tidying-up will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily.
- c) No material shall be dumped on the Employer's property and no suitable material shall be disposed of if it is required elsewhere for the proper completion of the contract.
- d) All discarded/spoiled/hazardous material shall be disposed of at an accepted registered dumpsite and the contractor shall furnish the Technical Manager with receipts and official disposal certificates from the dumpsite.
- e) The Contractor shall make good all damages to the environment to the satisfaction of the Technical Manager's Waste Management Objective.

22.1 Use of Cement & Concrete:

- a) Cement and concrete are regarded as hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. The contractor shall therefore ensure that concrete is not mixed directly on the ground and that the visibility remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing the visible remains into the ground will not be acceptable.

22.2 Noise Pollution:

- a) Equipment used on the site shall be properly muffled and maintained so as to reduce noise generation to the minimum. Working procedures shall be structured so as to avoid the unnecessary generation of noise.

22.3 Dust Control

- a) Dust has been identified as having a serious environmental impact. The Contractor is required to prevent the creation of dust.
- b) The Contractor shall ensure that no dust is generated during the mixing process of construction materials used during any stage of the construction process.
- c) The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:
- d) The National Environmental Management Act, 107/1998
- e) The Environmental Conservation Act, 73/1989; and
- f) The National Water Act, 36/1998

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- g) The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

NB: The tendered amount shall include for all costs to conform to the Environmental constraints and management requirements.

23. HEALTH AND SAFETY REQUIREMENTS

The Contractor's attention is directed to the Health and Safety Specification TRN-IMS-GRP-PROC-014, and in particular to his Health & Safety Plan, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended (with particular emphasis to the Construction Regulation GN No. R1010 of 18 July 2003 as amended) and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.

Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the Contractor's responsibilities, the following are brought to the Contractor's attention:

For the purpose of the Act the site/s, to be demarcated as agreed to between the Contractor and the Technical Manager before the works start, will be transferred to the control of the Contractor for the duration of the contract.

- (a) The Contractor shall appoint a health and safety coordinator to liaise at least fortnightly with the Technical Manager on matters pertaining to occupational health and safety.
- (b) The Contractor is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.
- (c) The Contractor shall furnish the Technical Manager with full particulars of any Sub-Contractor which he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in this contract pertaining to health and safety.
- (d) The Contractor shall advise the Technical Manager of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the Contractor or Sub-Contractor.
- (e) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.
- (f) The Contractor shall comply with the current Transnet Specification TRN-IMS-GRP-PROC-014, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall

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include site establishment and delivery of construction plant, equipment or materials, submit to the Technical Manager: documentary proof of his procedural compliance with the Act, and particulars of the Health and Safety Plan to be implemented on the site in accordance with the Transnet Specification TRN-IMS-GRP-PROC-014.

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

(g) All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the Employer to the appropriate remedies.

(i) No work on site, especially off-loading of material may commence before approval by the Technical Manager.

(h) The Contractor shall ensure that all his staff are equipped with the necessary safety gear i.e. safety shoes, reflecting bibs, hard hats, etc.

(j) The Contractor to fully comply with the SANS and the construction regulations. Prior to commencement of the contract, the contractor shall be issued with a SHE specification in order to compile a SHE file in line with TRN-IMS-GRP-PROC-014 requirements.

(k) An induction session must be attended by all Contractors staff that will enter the construction site or site, prior to the start of any work. The Technical Manager to be approached for arrangements in this regard at least 3 days in advance. Safety inductions and medical certificates to be submitted to the Risk Department before accessing or working on site.

The Contractor should comply with the requirements of constraints imposed to accommodate traffic with due considerations to implications for safety.

23.1 Hazard identification and risk assessment

- a) The Contractor's appointed Site Representative and the Technical Manager shall finalize a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the Contractor. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the abovementioned representatives as well as the Depot Safety Manager, and be accepted by the Technical Manager, before any construction work can commence.

23.2 Substance abuse

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- a) The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. 2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace". Transnet Property enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

23.3 Safety meetings

- a) The Contractor shall ensure that a safety representative is appointed and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the Technical Manager. All costs related to the safety aspects required under this contract will be carried by the Contractor's and therefore be covered under the rates tendered.

24. SPECIALIST SUB-CONTRACTORS

- a) Only specialist sub-contractors who have previously successfully completed work of the type and extent specified in this document should be engaged. The tenderer shall provide the technical officer with sufficient proof of having suitable experience regarding the design and manufacturing of similar equipment.
- b) To this end, complete and detailed reference list shall be submitted with the tender. Reference list shall include addresses as well as contact person who may be visited for inspection of the equipment during the adjudication period.
- c) The tender shall submit a complete list of proposed sub-contractors and suppliers of major components with his tender.
- d) The tenderer shall be prepared to commit themselves in writing to the technical officer with an adequate, experienced and stable project team for the duration of the contract.
- e) Transnet Property will not consider any Tenderer's offer that, in the sole opinion of Transnet Property, does not have adequate experience in the design and manufacture of such equipment / product.
- f) Contractors shall do the bird removal work simultaneously with other contractors on-site busy with other work and shall plan work that it integrates with other work performed.

25. MATERIAL AND WORKMANSHIP

- a) The equipment shall be offered complete in all respects, including all standard accessories normally offered by manufactures, all of which shall be specified in detail.
- b) The equipment, as made and supplied, shall be complete in every respect, of modern design, using the most advanced proven technology extensively supported by reputable local companies, and be built to good engineering practices.

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- c) All equipment shall be adequately protected against damage and contamination during shipping, transport and storage.

26. GENERAL REQUIREMENTS

Operation will be in the following conditions:

Altitude	Sea level
Ambient temperature	-10°C to 45°C
Relative humidity	50% to 100%
Atmosphere	Heavy saline

- a) Tenderers shall indicate clause-by-clause either that they comply in every respect with the specific requirements, or if not, exactly how it differs.

27. DEFINITIONS AND ABBREVIATIONS

CLIENT	Transnet Property Durban
TECHNICAL MANAGER	Technical Manager, Transnet Property Kwa-Zulu Natal
CONTRACTOR	Contractor appointed under this specification document
SABS	South African Bureau of Standards
SANS	South African National Standard
ISO	International Organisation for Standardisation

28. GENERAL

- a) The successful tenderer will be subjected to a workshop inspection by Transnet Property, to ensure that the facilities are to the satisfaction of Transnet Property and comply with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations.

29. SITE ESTABLISHMENT

- a) The contractor shall be solely responsible for safety of his staff and for providing security to safeguard his works and material on site, until such a time.
- b) The contractor shall be required to attend site meetings when convened by the Technical Manager or Technical Officer controlling the contract.
- c) The contractor will be responsible for any damages caused by his staff to the building and civil works on site.

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30. PENALTY CLAUSE

- a) On receipt of a Task Order the Contractor must confirm with the Technical Manager who will advise him of the period which will be allowed, this will include a start and finish date. This period will be confirmed by the Technical Manager in writing and any delay to the completion period will result in penalties of 2.5 % of the Purchase Order value being applied per day.

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31. SERVICE REPORT FOR PLANT TYPE AIR-CONDITIONING UNITS

BUILDING LOCATION: _____ **ASSET NO.:** _____

DATE: _____

ROOM NO.: _____

TYPE OF UNIT: _____ **MAKE OF UNIT:** _____

SIZE OF UNIT: _____ **BTU'S**

SERIAL NO.: _____

SERVICE REPORT:

CONDITION OF UNIT: _____

COMPANY NAME: _____

SERVICE TECHNICIAN: _____

DATE: _____

TENANTS NAME: _____

TENANT SIGNATURE: _____

DATE: _____

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All prices exclude Vat and additional items listed (with prices) shall be clearly labelled as optional or essential.

Item	Qty	Year 1 Price	Year 2 Price	Year 3 Price
Normal working Hours (Monday to Friday from 7am to 4:00pm)				
1.1. Labour rate (Technician)		R.	R.	R.
1.2. Labour rate (Assistant)		R.	R.	R.
After hours				
2.1. Labour Rate (Technician)		R.	R.	R.
2.2. Labour Rate (Assistant)		R.	R.	R.
Saturday Hours				
3.1. Labour Rate (Technician)		R.	R.	R.
3.2. Labour Rate (Assistant)		R.	R.	R.
Sunday Hours				
4.1. Labour Rate (Technician)		R.	R.	R.
4.2. Labour Rate (Assistant)		R.	R.	R.
Public holidays				
5.1. Labour Rate (Technician)		R.	R.	R.
5.2. Labour Rate (Assistant)		R.	R.	R.
Travel rates (AA Rates)				
0-50 km		NO CHARGE		
>50 km		R.	R.	R.
Annual Service of Plant type air-conditioning system	1	R.	R.	R.
Quarterly service of Plant type air-conditioning system	1	R.	R.	R.

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Annual Service of Extraction fans	1	R	R	R
Quarterly service of Extraction fans	1	R	R	R
Total price per year (vat excl)		R	R	R
(VAT) to tender form		R	R	R
Total price per year (vat incl)		R	R	R

Material (Replacement parts) Mark-up	%			
0 to 10 000 00				
R10 000 00 to R50 000 00				
R50 000 00 to R100 000 00				
R100 000.00 and more				

Tenderer: _____

Date: _____

Witness 1: _____

Date: _____

Witness 2: _____

Date: _____

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33. TENDER EVALUATION CRITERIA

The following criteria will be used to award the tender. Should there be a criteria over and above the listed below, that will be used, such criteria will be specifically stated.

No.	Technical Evaluation Criteria	Weightings	Scoring guideline										
33.1	The methodology, standards and working procedures that will be used in the execution of this contract (detailed written process and project plan to be supplied by the bidder): • Method that will be used to meet the technical quality on the project. • Approach that will minimize the time during Maintenance, Repairs, Replacements and Breakdowns of all Plant types of air-conditioning and equipment from unit type air-conditioning units to major plant and associated equipment. • How will the contractor meet or exceed overall project objectives and requirements. • Approach that minimise breakdowns and callouts. • Approach that minimise impact on the environment by safely removing and disposing off the air conditioner gas. • How will Transnet's Plant, Infrastructure and Personnel be kept safe during contract activities. • Provide a base SOP for the activities to be	20%	As the response from the supplier / service provider. <table><tr><td>Methodology provided and all the eight (8) items have been covered in detail.</td><td>20%</td></tr><tr><td>Methodology provided but only five-seven (5-7) items have been covered in detail.</td><td>15%</td></tr><tr><td>Methodology provided but only two-four (2-4) items have been covered in detail.</td><td>10%</td></tr><tr><td>Methodology provided but only one (1) item have been covered in detail.</td><td>5%</td></tr><tr><td>Methodology zero (0) not provided.</td><td>0%</td></tr></table>	Methodology provided and all the eight (8) items have been covered in detail.	20%	Methodology provided but only five-seven (5-7) items have been covered in detail.	15%	Methodology provided but only two-four (2-4) items have been covered in detail.	10%	Methodology provided but only one (1) item have been covered in detail.	5%	Methodology zero (0) not provided.	0%
Methodology provided and all the eight (8) items have been covered in detail.	20%												
Methodology provided but only five-seven (5-7) items have been covered in detail.	15%												
Methodology provided but only two-four (2-4) items have been covered in detail.	10%												
Methodology provided but only one (1) item have been covered in detail.	5%												
Methodology zero (0) not provided.	0%												

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No.	Technical Evaluation Criteria	Weightings	Scoring guideline				
	performed into consideration activities most likely to be performed. How will response times be kept to a minimum.						
33.2	Compliance to the scope of work and verification of compliance to the scope of work. Adherence to TP scope of work (read, completed and signed off all the pages and return with tender document) Complying Yes (if complying) No (if not complying) from page 10 to 12. Adherence to TP verification of compliance to the scope of work (read, completed and signed off all the pages and return with tender document) Complying Yes (if complying) No (if not complying) page 33.	20%	Completed and sign off both the scope of work and verification of compliance to the scope of work. <table><tr><td>Scope of work and verification of compliance to the scope of work returned (complete and signed off) (Complying Yes if complying) No (if not complying)</td><td>20%</td></tr><tr><td>Scope of work and verification of compliance to the scope of work returned but not fully completed, not signed off on all the pages and Complying Yes (if complying) No (if not complying) or not returned.</td><td>0%</td></tr></table>	Scope of work and verification of compliance to the scope of work returned (complete and signed off) (Complying Yes if complying) No (if not complying)	20%	Scope of work and verification of compliance to the scope of work returned but not fully completed, not signed off on all the pages and Complying Yes (if complying) No (if not complying) or not returned.	0%
Scope of work and verification of compliance to the scope of work returned (complete and signed off) (Complying Yes if complying) No (if not complying)	20%						
Scope of work and verification of compliance to the scope of work returned but not fully completed, not signed off on all the pages and Complying Yes (if complying) No (if not complying) or not returned.	0%						
33.3	Experience Specific knowledge of relating to projects of this nature. Previous experience of servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners (only completed projects) in the past 10 years, with contactable references on a letter head of the company and certificate of completion of the work.	15%	Experience <table><tr><td>Five-Eight (5-8) contactable references, in the format of letters and contact details on client's letterhead and completion certificates for servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners</td><td>15%</td></tr><tr><td>Two-Four (2-4) contactable references, in the format of letters and contact details on client's letterhead and completion certificates for servicing,</td><td>10%</td></tr></table>	Five-Eight (5-8) contactable references, in the format of letters and contact details on client's letterhead and completion certificates for servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners	15%	Two-Four (2-4) contactable references, in the format of letters and contact details on client's letterhead and completion certificates for servicing,	10%
Five-Eight (5-8) contactable references, in the format of letters and contact details on client's letterhead and completion certificates for servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners	15%						
Two-Four (2-4) contactable references, in the format of letters and contact details on client's letterhead and completion certificates for servicing,	10%						

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No.	Technical Evaluation Criteria	Weightings	Scoring guideline	
			maintenance, delivery, installation, testing and commissioning of plant type air conditioners.	
			One (1) contactable references, in the format of letter and contact details on client's letterhead and completion certificate for servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners.	5%
			Zero (0) contactable references, in the format of letter and contact details on client's letterhead and completion certificate for servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners.	0%
33.4	Management and Cv's of Key persons for complete Evaluation Schedule. Bidder must provide 2 Technicians Refrigeration trade test or Refrigeration mechanic trade test available to work and also state their level of skills, certification and experience to carry out servicing, maintenance, delivery, installation, testing and commissioning of plant type air conditioners. Submission of valid proof of competent Refrigeration trade test or Refrigeration mechanic trade test, as required by The Occupational Health and Safety Act- Act 85 of 1993. Technician must have at least N3 and above certificate with a recognised institution based in South Africa.	15%	The list provided with 2 certified and skilled Technicians Refrigeration trade test or Refrigeration mechanic trade test with each 6-8 years of experience capable of carrying out work.	15%
			The list provided with 2 certified and skilled Technicians Refrigeration trade test or Refrigeration mechanic trade test with each 4-5 years of experience capable of carrying out work.	10%
			The list provided with 2 certified and skilled Technicians Refrigeration trade test or Refrigeration mechanic trade test with each 2-3 years of experience capable of carrying out work.	5%
			The list provided with 2 certified and skilled Technicians Refrigeration trade test or Refrigeration mechanic trade test with each less than 1 year	0%

31

Signature of Bidder/s: _____ Date: _____

Document Name: Specification
Date: 05/09/2023Document Number: TP_DDM_SPEC_004
Revision: 001 Reference No.: 0



No.	Technical Evaluation Criteria	Weightings	Scoring guideline	
	Project Manager must have at least a Diploma in Mechanical Engineering or above with a recognised institution based in South Africa.		of experience capable of carrying out work.	
33.5	Locality of contractor. Submit proof of residence of company not older than 3 months in the form of utility bill.	30%	Contractor based locally in Durban, Stanger, Port Shepstone or Cato Ridge (surrounding areas).	30%
			Contractor based outside Durban.	20%
			Contractor based outside Kwa-Zulu Natal.	10%
Total Weighting:				100%
Minimum qualifying score required:				70%

The minimum threshold for Bidders to meet is 70% for the Bidders to go through the Commercial Calculator.

Signature of Bidder/s: _____

Date: _____

Document Name: Specification
Date: 05/04/2023

Document Number: TP_DBN_SPEC_004
Revision: 001 Reference No.: 0

34. VERIFICATION OF COMPLIANCE TO THE SCOPE OF WORK

ITS IS MANDATORY FOR ALL THE SUPPLIERS/BIDDERS TO COMPLETE THIS FORM. AN INCOMPLETE FORM WILL RESULT IN DISQUALIFICATION.

No.	Heading/Subsection	Comply			Comment
		Yes	No	N/A	
1.	Introduction				
2	Site inspection				
4	Technical requirements				
6.	Specific requirements				
9.	Guarantee				
14.	Scope of work				
22.	Environmental Constraints and Management				
23.	Health and Safety requirements				
25.	Material and workmanship				
30.	Penalty clauses				

TENDERERS: PLEASE NOTE THAT YOUR TENDER WILL BE REJECTED IF ANY OF THE ABOVE ITEMS ARE OMITTED OR NOT FILLED.

Signature of Bidder/s: _____

Date: _____

Document Name: Specification
Date: 05/09/2023

Document Number: TP_DBN_SPEC_004
Revision: 001 Reference No.: 0



Part C4: Site Information

C4.1 Affected property

Core clause 11.2(2) states

"Affected Property is property which

- Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service
- is in the documents which the Contract Data states it is in."

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

DESCRIPTION OF THE AFFECTED PROPERTY AND ITS SURROUNDINGS

General description

Building Asset number(s)	Description and Address of Affected Property	Location
02WD005U Plant type air-conditioning system	Durban CTC, Umgeni road	Durban
02WD016U Plant type air-conditioning system	Loliwe House, 155 South Coast Road	Durban

Signed at on this day of 20

_____ for and on behalf of the Contractor

WITNESSES: 1.....

2.....

Signed at on this day of 20

_____ for and on behalf of the Employer

WITNESSES: 1.....

2.....

**Existing buildings, structures, and plant & machinery on the Affected Property****INVENTORY LIST****SURVEY OF INSTALLATIONS ON THE AFFECTED PROPERTY INCLUDED IN THIS CONTRACT:**

Building Asset number(s)	Description and Address of Affected Property	Location
02WD005U Plant type air-conditioning system	Durban CTC,Umgeni road	Durban
02WD016U Plant type air-conditioning system	Loliwe House,155 South Coast Road	Durban

Signed aton this day of20

for and on behalf of the Contractor

WITNESSES :1.....

2.....

Signed aton this day of20

for and on behalf of the Employer

WITNESSES :1.....