

**TRANSNET RAIL INFRASTRUCTURE MANAGER**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUOTATION (RFQ)**

**FOR THE SUPPLY AND INSTALLATION OF ELEVEN (11) AIR CONDITIONERS IN VARIOUS AREAS WITHIN EMPANGENI DEPOT**

|                               |                                      |
|-------------------------------|--------------------------------------|
| <b>RFQ NUMBER</b>             | <b>: TFR/2026/08/0013/114652/RFQ</b> |
| <b>ISSUE DATE</b>             | <b>: 01 OCTOBER 2026</b>             |
| <b>CLOSING DATE</b>           | <b>: 15 OCTOBER 2026</b>             |
| <b>CLOSING TIME</b>           | <b>: 10h00AM</b>                     |
| <b>TENDER VALIDITY PERIOD</b> | <b>: 12 WEEKS FROM CLOSING DATE</b>  |

**Note to the bidders:**

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

|                                              |                                        |
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## T1.1 Tender notice and invitation to tender

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION</b>        | for the supply and installation of eleven (11) air conditioners in various area within Empangeni depot ( <b>works</b> )                                                                                                                                                                                                                                                                                               |
| <b>TENDER DOWNLOADING</b> | This RFQ may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge and may be also downloaded directly from the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE</b> |
| <b>CLOSING DATE</b>       | <b>10:00 am on 15 October 2026</b><br><br>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration</b>                                                                                                                                                                                                                            |

#### 2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

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

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

the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

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

### 3. CONFIDENTIALITY

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

### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-17], **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
  - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
    - *unduly high or unduly low tendered rates or amounts in the tender offer;*
    - *contract data of contract provided by the tenderer; or*
    - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

## T1.2 Tender Data

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

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

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

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

| Clause | Data                                                         |                                                                      |
|--------|--------------------------------------------------------------|----------------------------------------------------------------------|
| C.1.1  | The <i>Employer</i> is                                       | <b>Transnet SOC Ltd</b><br><b>(Reg No. 1990/000900/30)</b>           |
| C.1.2  | The tender documents issued by the <i>Employer</i> comprise: |                                                                      |
|        | <b>Part T: The Tender</b>                                    |                                                                      |
|        | Part T1: Tendering procedures                                | T1.1 Tender notice and invitation to tender<br>T1.2 Tender data      |
|        | Part T2 : Returnable documents                               | T2.1 List of returnable documents<br>T2.2 Returnable schedules       |
|        | <b>Part C: The contract</b>                                  |                                                                      |
|        | Part C1: Agreements and contract data                        | C1.1 Form of offer and acceptance<br>C1.2 Contract data (Part 1 & 2) |
|        | Part C2: Pricing data                                        | C2.1 Pricing instructions<br>C2.2 Bil of Quantities                  |
|        | Part C3: Scope of work                                       | C3.1 Works Information                                               |
|        | Part C4: Site information                                    | C4.1 Site Information                                                |
| C.1.4  | The Employer's agent is:                                     | Regional Procurement Manager                                         |
|        | Name:                                                        | Yvonne Scannell                                                      |
|        | Address:                                                     | Nzasm Building                                                       |

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                |
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|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Cnr of Minnaar and Paul Kruger Streets<br>Pretoria 0001                        |
|                     | Tel No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 012 315 2059                                                                   |
|                     | E – mail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <a href="mailto:Yvonne.scannell@transnet.net">Yvonne.scannell@transnet.net</a> |
| C.2.1               | <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p><b>Stage One - Eligibility in terms of the Construction Industry Development Board :</b></p> <p>a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of <b>1 ME</b> or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Joint Venture (JV)<br/>Joint ventures are eligible to submit tenders subject to the following:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a <i>Contractor</i> grading designation determined in accordance with the sum tendered for a <b>1 ME</b> 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</li> <li>The tenderer shall provide a certified copy of its signed joint venture agreement.</li> </ol> <p><b><i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i></b></p> |                                                                                |
| C.2.12              | No alternative tender offers will be considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                |
| C.2.13.3            | Each tender offer shall be in the <b>English Language</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                |
| C.2.13.5<br>C2.15.1 | <p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> <li>Name of Tenderer: <b>(insert company name)</b></li> <li>Contact person and details: <b>(insert details)</b></li> <li>The Tender Number: TFR/2026/08/0013/114652/RFQ</li> <li>The Tender Description: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni</li> <li>Documents must be marked for the attention of:<br/><b><i>Employer's Agent:</i></b></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                |
| C.2.13.9            | Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                |
| C.2.15              | <p>The closing time for submission of tender offers is:<br/>Time: <b>10:00am</b> on the <b>15 October 2026</b><br/>Location: The Transnet e-Tender Submission Portal:<br/>( <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                |

|                                       | <b><u>NO LATE TENDERS WILL BE ACCEPTED</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |                       |       |    |                |    |                     |            |                        |                                    |                                       |    |                                       |    |                                 |   |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------|-------|----|----------------|----|---------------------|------------|------------------------|------------------------------------|---------------------------------------|----|---------------------------------------|----|---------------------------------|---|
| C.2.16                                | The tender offer validity period is <b>12 weeks</b> after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |                       |       |    |                |    |                     |            |                        |                                    |                                       |    |                                       |    |                                 |   |
| C.2.23                                | <p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1. A valid Tax Clearance Certificate issued by the South African Revenue Services.<br/><b><u>Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.</u></b></li> <li>2. A <b>valid B-BBEE Certificate</b> from a Verification Agency accredited by the South African Accreditation System [SANAS], or a <b>sworn affidavit</b> confirming annual turnover and level of black ownership in case of all black youth with 51% black ownership or more together with the tender;</li> <li>3. A Valid CIDB CRS Number in order to confirm the correct and required designated grading</li> <li>4 Proof of registration on the Central Supplier Database</li> <li>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.</li> </ol> <p><b>Note:</b> Refer to Section T2.1 for List of Returnable Documents</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                     |                       |       |    |                |    |                     |            |                        |                                    |                                       |    |                                       |    |                                 |   |
| C3.11                                 | <p>Tenders will be evaluated in further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.</p> <p>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</p> <table border="1"> <thead> <tr> <th>Evaluation Criteria</th><th>Final Weighted Scores</th></tr> </thead> <tbody> <tr> <td>Price</td><td>80</td></tr> <tr> <td>Specific Goals</td><td>20</td></tr> <tr> <td><b>Total Score:</b></td><td><b>100</b></td></tr> </tbody> </table> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. <b>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".</b></p> <p>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.</p> <table border="1"> <thead> <tr> <th>Selected Specific Goal</th><th>Number of points allocated (80/20)</th></tr> </thead> <tbody> <tr> <td>B-BBEE Level of contributor – Level 1</td><td>15</td></tr> <tr> <td>B-BBEE Level of contributor - Level 2</td><td>10</td></tr> <tr> <td>&gt;50% Black Youth Owned Entities</td><td>5</td></tr> </tbody> </table> | Evaluation Criteria | Final Weighted Scores | Price | 80 | Specific Goals | 20 | <b>Total Score:</b> | <b>100</b> | Selected Specific Goal | Number of points allocated (80/20) | B-BBEE Level of contributor – Level 1 | 15 | B-BBEE Level of contributor - Level 2 | 10 | >50% Black Youth Owned Entities | 5 |
| Evaluation Criteria                   | Final Weighted Scores                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |                       |       |    |                |    |                     |            |                        |                                    |                                       |    |                                       |    |                                 |   |
| Price                                 | 80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                       |       |    |                |    |                     |            |                        |                                    |                                       |    |                                       |    |                                 |   |
| Specific Goals                        | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                       |       |    |                |    |                     |            |                        |                                    |                                       |    |                                       |    |                                 |   |
| <b>Total Score:</b>                   | <b>100</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |                       |       |    |                |    |                     |            |                        |                                    |                                       |    |                                       |    |                                 |   |
| Selected Specific Goal                | Number of points allocated (80/20)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                       |       |    |                |    |                     |            |                        |                                    |                                       |    |                                       |    |                                 |   |
| B-BBEE Level of contributor – Level 1 | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                       |       |    |                |    |                     |            |                        |                                    |                                       |    |                                       |    |                                 |   |
| B-BBEE Level of contributor - Level 2 | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                       |       |    |                |    |                     |            |                        |                                    |                                       |    |                                       |    |                                 |   |
| >50% Black Youth Owned Entities       | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |                       |       |    |                |    |                     |            |                        |                                    |                                       |    |                                       |    |                                 |   |

|                                                    | <table border="1" data-bbox="309 230 1286 286"> <tr> <td data-bbox="309 230 995 286">Non-Compliant and/or B-BBEE Level 3-8 contributors</td><td data-bbox="995 230 1286 286">0</td></tr> </table> <p>Up to 100 minus W<sub>1</sub> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. <b>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”.</b></p> <p>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</p> <hr/> <p><b>The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:</b></p> <table border="1" data-bbox="319 786 1350 1034"> <thead> <tr> <th data-bbox="319 786 708 824">Specific Goals</th><th data-bbox="708 786 1350 824">Acceptable Evidence</th></tr> </thead> <tbody> <tr> <td data-bbox="319 824 708 913">B-BBEE level of contributor</td><td data-bbox="708 824 1350 913">B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline</td></tr> <tr> <td data-bbox="319 913 708 1034">&gt;50% Black Youth Owned Entities</td><td data-bbox="708 913 1350 1034">Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline</td></tr> </tbody> </table> <p><b>Note:</b> Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.at any stage from the date of close of the tenders until completion of the contract.</p> | Non-Compliant and/or B-BBEE Level 3-8 contributors | 0 | Specific Goals | Acceptable Evidence | B-BBEE level of contributor | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline | >50% Black Youth Owned Entities | Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---|----------------|---------------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                    |   |                |                     |                             |                                                                                                                                                  |                                 |                                                                                                                                                                                                   |
| Specific Goals                                     | Acceptable Evidence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                    |   |                |                     |                             |                                                                                                                                                  |                                 |                                                                                                                                                                                                   |
| B-BBEE level of contributor                        | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                    |   |                |                     |                             |                                                                                                                                                  |                                 |                                                                                                                                                                                                   |
| >50% Black Youth Owned Entities                    | Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                    |   |                |                     |                             |                                                                                                                                                  |                                 |                                                                                                                                                                                                   |
| C.3.13                                             | <p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>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;</li> <li>2. the tenderer does not appear on Transnet’s list for restricted tenderers and National Treasury’s list of Tender Defaulters;</li> <li>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.</li> <li>4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are <b>objective criteria</b> 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: <ol style="list-style-type: none"> <li>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement,</li> </ol> </li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                    |   |                |                     |                             |                                                                                                                                                  |                                 |                                                                                                                                                                                                   |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,</p> <p>c) has the legal capacity to enter into the contract,</p> <p>d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,</p> <p>e) complies with the legal requirements, if any, stated in the tender data and</p> <p>f) is able, in the option of the employer to perform the contract free of conflicts of interest.</p> |
| C.3.17 | The number of paper copies of the signed contract to be provided by the Employer is 1 (one).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

## T2.1 LIST OF RETURNABLE DOCUMENTS

### T2.1 List of Returnable Schedules

#### 2.1.1 Returnable Schedules:

##### General:

- T2.2.1 Work program
- T2.2.2 Management & CV's of Key Persons and qualifications
- T2.2.3 Previous Experience
- T2.2.4 Availability of Equipment and Other Resources
- T2.2.5 Technical approach/methodology
- T2.2.6 Health and Safety Questionnaire
- T2.2.7 Health and Safety Cost Breakdown
- T2.2-8 Authority to submit a Tender
- T2 2-9 Record of Addenda
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements
- T2.2-12 Schedule of proposed Subcontractor
- T2.2-13 Site Information Establishment requirements

##### Agreement and Commitment by Tenderer:

- T2.2-14 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFQ Declaration Form
- T2.2-17 RFQ – Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Contractor's Integrity Pact
- T2.2-20 Supplier Code of Conduct
- T2.2-21 POPI Act form

##### Bonds/Guarantees/Financial/Insurance:

- T2.2-22 Insurance provided by the *Contractor*
- T2.2-23 Three (3) years audited financial statements

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0013/114652/RFQ

Description of the *Works*: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot

## **Transnet Vendor Registration Form:**

- T2.2-24 Transnet Vendor Registration Form

## **2. Contract Data**

### **2.1 C1.1 Offer portion of Form of Offer & Acceptance**

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

### **2.3 C2.2 Bill of Quantities**



Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0013/114652/RFQ

Description of the *Works*: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot

---

Signed

Date

Name

Position

Tenderer

## T2.2-2 Management & CVs of Key Persons and qualifications

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

i. The qualifications of assigned key persons in relation to the scope of *Work*

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

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

Personal particulars

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

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

Name of current employer and position in enterprise

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

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

List of Key Persons assigned to the above disciplines

| No. | Key Persons | Name and Surname | CV attached<br>(Yes/No) |
|-----|-------------|------------------|-------------------------|
| 1   |             |                  |                         |
| 2   |             |                  |                         |
| 3   |             |                  |                         |
| 4   |             |                  |                         |
| 5   |             |                  |                         |

Signed

Date

Name

Position

Tenderer

## T2.2-3 Previous Experience

### Note to tenderers:

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

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

Signed

Date

Name

Position

Tenderer



## T2.2-5: Technical approach/Methodology

### Note to tenderers:

**The tenderer shall provide the methodology showing the key elements as follows;**

- Designs and Factory Acceptance Test  
(FAT)
- Testing and Commissioning
- Site Installation
- Switching
- SHERQ
- Packaging and transportation

---

Signed

Date

Name

Position

Tenderer

## T2.2-6: Health and Safety Questionnaire

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|--|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------|
| <b>1. SAFE WORK PERFORMANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| <b>1A. Injury Experience / Historical Performance - Alberta</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| <b>Use the previous three years injury and illness records to complete the following:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| Number of medical treatment cases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| Number of restricted workday cases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| Number of lost time injury cases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| Number of fatal injuries                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| <b>Total recordable frequency</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| Lost time injury frequency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| Number of worker manhours                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 – Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 – Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 – Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table> |                                                                                                                                                                                                                       |                                                             |  | 1 - Medical Treatment Case | Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician | 2 – Restricted Work Day Case | Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties | 3 – Lost Time injury Cases | Any occupational injury that prevents the worker from performing any work for at least one day | 4 – Total Recordable Frequency | Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours | 5- Lost Time Injury Frequency | Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours |
| 1 - Medical Treatment Case                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician                                                                               |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| 2 – Restricted Work Day Case                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties                                                                                                    |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| 3 – Lost Time injury Cases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Any occupational injury that prevents the worker from performing any work for at least one day                                                                                                                        |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| 4 – Total Recordable Frequency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours                                                                                    |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| 5- Lost Time Injury Frequency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours                                                                                                                            |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| <b>1B. Workers' Compensation Experience</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| <b>Use the previous three years injury and illness records to complete the following (if applicable):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| Industry Code:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                       | Industry Classification:                                    |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| Industry Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| Contractor Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| % Discount or Surcharge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| Is your Workers' Compensation account in good standing?<br>(Please provide letter of confirmation)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                       | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| <b>2. CITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| 2A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, provide details: |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |
| 2B.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?                                                                                                   |                                                             |  |                            |                                                                                                                                         |                              |                                                                                                                    |                            |                                                                                                |                                |                                                                                                                                    |                               |                                                                                            |

|  |                                                                                      |
|--|--------------------------------------------------------------------------------------|
|  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, provide details: |
|  |                                                                                      |
|  |                                                                                      |

**3. CERTIFICATE OF RECOGNITION**

|                                                          |                                                            |
|----------------------------------------------------------|------------------------------------------------------------|
| Does your company have a Certificate of Recognition?     |                                                            |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, what is the Certificate No. _____ Issue Date _____ |

**4. SAFETY PROGRAM**

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

**5. TRAINING PROGRAM**

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

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

|                               |                          |                          |                              |                          |                          |
|-------------------------------|--------------------------|--------------------------|------------------------------|--------------------------|--------------------------|
|                               | YES                      | NO                       |                              | YES                      | NO                       |
| GENERAL RULES & REGULATIONS   | <input type="checkbox"/> | <input type="checkbox"/> | CONFINED SPACE ENTRY         | <input type="checkbox"/> | <input type="checkbox"/> |
| EMERGENCY REPORTING           | <input type="checkbox"/> | <input type="checkbox"/> | TRENCHING & EXCAVATION       | <input type="checkbox"/> | <input type="checkbox"/> |
| INJURY REPORTING              | <input type="checkbox"/> | <input type="checkbox"/> | SIGNS & BARRICADES           | <input type="checkbox"/> | <input type="checkbox"/> |
| LEGISLATION                   | <input type="checkbox"/> | <input type="checkbox"/> | DANGEROUS HOLES & OPENINGS   | <input type="checkbox"/> | <input type="checkbox"/> |
| RIGHT TO REFUSE WORK          | <input type="checkbox"/> | <input type="checkbox"/> | RIGGING & CRANES             | <input type="checkbox"/> | <input type="checkbox"/> |
| PERSONAL PROTECTIVE EQUIPMENT | <input type="checkbox"/> | <input type="checkbox"/> | MOBILE VEHICLES              | <input type="checkbox"/> | <input type="checkbox"/> |
| EMERGENCY PROCEDURES          | <input type="checkbox"/> | <input type="checkbox"/> | PREVENTATIVE MAINTENANCE     | <input type="checkbox"/> | <input type="checkbox"/> |
| PROJECT SAFETY COMMITTEE      | <input type="checkbox"/> | <input type="checkbox"/> | HAND & POWER TOOLS           | <input type="checkbox"/> | <input type="checkbox"/> |
| HOUSEKEEPING                  | <input type="checkbox"/> | <input type="checkbox"/> | FIRE PREVENTION & PROTECTION | <input type="checkbox"/> | <input type="checkbox"/> |
| LADDERS & SCAFFOLDS           | <input type="checkbox"/> | <input type="checkbox"/> | ELECTRICAL SAFETY            | <input type="checkbox"/> | <input type="checkbox"/> |
| FALL ARREST STANDARDS         | <input type="checkbox"/> | <input type="checkbox"/> | COMPRESSED GAS CYLINDERS     | <input type="checkbox"/> | <input type="checkbox"/> |
| AERIAL WORK PLATFORMS         | <input type="checkbox"/> | <input type="checkbox"/> | WEATHER EXTREMES             | <input type="checkbox"/> | <input type="checkbox"/> |

|                           |                                                                                                                                                                                                                              |                          |                                 |                          |                          |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------|--------------------------|--------------------------|
| <b>5B.</b>                | Do you have a program for training newly hired or promoted supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(If Yes, submit an outline for evaluation. Does it include instruction on the following: |                          |                                 |                          |                          |
|                           | Yes                                                                                                                                                                                                                          | No                       |                                 | Yes                      | No                       |
| EMPLOYER RESPONSIBILITIES | <input type="checkbox"/>                                                                                                                                                                                                     | <input type="checkbox"/> | SAFETY COMMUNICATION            | <input type="checkbox"/> | <input type="checkbox"/> |
| EMPLOYEE RESPONSIBILITIES | <input type="checkbox"/>                                                                                                                                                                                                     | <input type="checkbox"/> | FIRST AID/MEDICAL PROCEDURES    | <input type="checkbox"/> | <input type="checkbox"/> |
| DUE DILIGENCE             | <input type="checkbox"/>                                                                                                                                                                                                     | <input type="checkbox"/> | NEW WORKER TRAINING             | <input type="checkbox"/> | <input type="checkbox"/> |
| SAFETY LEADERSHIP         | <input type="checkbox"/>                                                                                                                                                                                                     | <input type="checkbox"/> | ENVIRONMENTAL REQUIREMENTS      | <input type="checkbox"/> | <input type="checkbox"/> |
| WORK REFUSALS             | <input type="checkbox"/>                                                                                                                                                                                                     | <input type="checkbox"/> | HAZARD ASSESSMENT               | <input type="checkbox"/> | <input type="checkbox"/> |
| INSPECTION PROCESSES      | <input type="checkbox"/>                                                                                                                                                                                                     | <input type="checkbox"/> | PRE-JOB SAFETY INSTRUCTION      | <input type="checkbox"/> | <input type="checkbox"/> |
| EMERGENCY PROCEDURES      | <input type="checkbox"/>                                                                                                                                                                                                     | <input type="checkbox"/> | DRUG & ALCOHOL POLICY           | <input type="checkbox"/> | <input type="checkbox"/> |
| INCIDENT INVESTIGATION    | <input type="checkbox"/>                                                                                                                                                                                                     | <input type="checkbox"/> | PROGRESSIVE DISCIPLINARY POLICY | <input type="checkbox"/> | <input type="checkbox"/> |
| SAFE WORK PROCEDURES      | <input type="checkbox"/>                                                                                                                                                                                                     | <input type="checkbox"/> | SAFE WORK PRACTICES             | <input type="checkbox"/> | <input type="checkbox"/> |
| SAFETY MEETINGS           | <input type="checkbox"/>                                                                                                                                                                                                     | <input type="checkbox"/> | NOTIFICATION REQUIREMENTS       | <input type="checkbox"/> | <input type="checkbox"/> |

**6. SAFETY ACTIVITIES**

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

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


---



---

Who follows up on inspection action items? 

---

Do you hold site safety meetings for field employees? If Yes, how often?  
Yes No Daily Weekly Biweekly  
☐ ☐ ☐ ☐ ☐

Do you hold site meetings where safety is addressed with management and field supervisors?  
Yes No Weekly Biweekly Monthly  
☐ ☐ ☐ ☐ ☐

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

Is the process documented? ☐ Yes ☐ No

Who leads the discussion? 

---

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

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

---



---

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?  
☐ Yes ☐ No

How does your company measure its H&S success?  

- Attach separate sheet to explain

**7. SAFETY STEWARDSHIP**

|                                                                                                                                                                                           |                                          |                                                                                         |                          |                          |                          |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 7A                                                                                                                                                                                        |                                          | Are incident reports and report summaries sent to the following and how often?          |                          |                          |                          |                          |
|                                                                                                                                                                                           |                                          | Yes                                                                                     | No                       | Monthly                  | Quarterly                | Annually                 |
|                                                                                                                                                                                           | Project/Site Manager                     | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | Managing Director                        | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | Safety Director/Manager                  | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | /Chief Executive Officer                 | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7B                                                                                                                                                                                        |                                          | How are incident records and summaries kept? How often are they reported internally?    |                          |                          |                          |                          |
|                                                                                                                                                                                           |                                          | Yes                                                                                     | No                       | Monthly                  | Quarterly                | Annually                 |
|                                                                                                                                                                                           | Incidents totaled for the entire company | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | Incidents totaled by project             | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | • Subtotaled by superintendent           | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | • Subtotaled by foreman                  | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7C                                                                                                                                                                                        |                                          | How are the costs of individual incidents kept? How often are they reported internally? |                          |                          |                          |                          |
|                                                                                                                                                                                           |                                          | Yes                                                                                     | No                       | Monthly                  | Quarterly                | Annually                 |
|                                                                                                                                                                                           | Costs totaled for the entire company     | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | Costs totaled by project                 | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | • Subtotaled by superintendent           | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | • Subtotaled by foreman/general foreman  | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7D                                                                                                                                                                                        |                                          | Does your company track non-injury incidents?                                           |                          |                          |                          |                          |
|                                                                                                                                                                                           |                                          | Yes                                                                                     | No                       | Monthly                  | Quarterly                | Annually                 |
|                                                                                                                                                                                           | Near Miss                                | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | Property Damage                          | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | Fire                                     | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | Security                                 | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                                                           | Environmental                            | <input type="checkbox"/>                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>8 PERSONNEL</b>                                                                                                                                                                        |                                          |                                                                                         |                          |                          |                          |                          |
| List key health and safety officers planned for this project. Attach resume.                                                                                                              |                                          |                                                                                         |                          |                          |                          |                          |
| Name                                                                                                                                                                                      |                                          | Position/Title                                                                          |                          | Designation              |                          |                          |
| Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment? |                                          |                                                                                         |                          |                          |                          |                          |
| Name                                                                                                                                                                                      |                                          | Address                                                                                 |                          | Telephone Number         |                          |                          |
| Other responsibilities:                                                                                                                                                                   |                                          |                                                                                         |                          |                          |                          |                          |
| <b>9 REFERENCES</b>                                                                                                                                                                       |                                          |                                                                                         |                          |                          |                          |                          |
| List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program                               |                                          |                                                                                         |                          |                          |                          |                          |
| Name and Company                                                                                                                                                                          |                                          | Address                                                                                 |                          | Phone Number             |                          |                          |
|                                                                                                                                                                                           |                                          |                                                                                         |                          |                          |                          |                          |

Transnet Rail Infrastructure Manager  
Tender Number: TFR/2026/08/0013/114652/RFQ  
Description of the Works: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot

## T2.2-7 Health and Safety Cost Breakdown

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

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

|                                             |  |
|---------------------------------------------|--|
| <b>Total Health and Safety Estimate (R)</b> |  |
| <b>Total Estimate Value (R)</b>             |  |
| <b>H&amp;S Cost as % of Tender value</b>    |  |

## T2.2-8 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 |
|--------------|---------|----------------------------------------------------|
|              |         |                                                    |
|              |         |                                                    |
|              |         |                                                    |
|              |         |                                                    |

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#### D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

## T2.2-9 Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

## T2.2-10 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:

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

## T2.2-11: Risk Elements

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

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

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled sheet of paper.

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

## T2.2-12: Schedule of Proposed Subcontractors

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

**Note to tenderers:** .

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

| Name of Proposed Subcontractor |                          |                          | Address                  |                          | Nature of work           |                                        | Amount of Worked         | Percentage of work       |
|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------------|--------------------------|--------------------------|
|                                |                          |                          |                          |                          |                          |                                        |                          |                          |
| % Black Owned                  | EME                      | QSE                      | Youth                    | Women                    | Disabilities             | Rural/ Underdeveloped areas/ Townships |                          | Military Veterans        |
|                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>               | <input type="checkbox"/> | <input type="checkbox"/> |

| Name of Proposed Subcontractor |                          |                          | Address                  |                          | Nature of work           |                                        | Amount of Worked         | Percentage of work       |
|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------------|--------------------------|--------------------------|
|                                |                          |                          |                          |                          |                          |                                        |                          |                          |
| % Black Owned                  | EME                      | QSE                      | Youth                    | Women                    | Disabilities             | Rural/ Underdeveloped areas/ Townships |                          | Military Veterans        |
|                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>               | <input type="checkbox"/> | <input type="checkbox"/> |

| Name of Proposed Subcontractor |                          |                          | Address                  |                          | Nature of work           |                                        | Amount of Worked         | Percentage of work       |
|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------------|--------------------------|--------------------------|
|                                |                          |                          |                          |                          |                          |                                        |                          |                          |
| % Black Owned                  | EME                      | QSE                      | Youth                    | Women                    | Disabilities             | Rural/ Underdeveloped areas/ Townships |                          | Military Veterans        |
|                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>               | <input type="checkbox"/> | <input type="checkbox"/> |

| Name of Proposed Subcontractor |  |  | Address |  | Nature of work |  | Amount of Worked | Percentage of work |
|--------------------------------|--|--|---------|--|----------------|--|------------------|--------------------|
|                                |  |  |         |  |                |  |                  |                    |

Transnet Rail Infrastructure Manager

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Description of the *Works*: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot

|                      |                          |                          |                          |                          |                          |                                               |                          |
|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----------------------------------------------|--------------------------|
|                      |                          |                          |                          |                          |                          |                                               |                          |
| <b>% Black Owned</b> | <b>EME</b>               | <b>QSE</b>               | <b>Youth</b>             | <b>Women</b>             | <b>Disabilities</b>      | <b>Rural/ Underdeveloped areas/ Townships</b> | <b>Military Veterans</b> |
|                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                      | <input type="checkbox"/> |

### T2.2-13: Site Establishment Requirements

Tenderers to indicate their Site establishment requirements:

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

## T2.2-14 ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

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

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

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

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

| Name | Identity number | Personal income tax number |
|------|-----------------|----------------------------|
|      |                 |                            |
|      |                 |                            |
|      |                 |                            |

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

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

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

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

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

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

**Section 8: The attached SBD 4 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

## SPECIFIC GOALS POINTS CLAIM FORM

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

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

### 1. GENERAL CONDITIONS

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

|                                                                                | POINTS     |
|--------------------------------------------------------------------------------|------------|
| <b>PRICE</b>                                                                   | <b>80</b>  |
| <b>SPECIFIC GOALS</b>                                                          |            |
| B-BBEE Level of contributor – Level 1                                          | <b>15</b>  |
| B-BBEE Level of contributor - Level 2                                          | <b>10</b>  |
| >50% Black Youth Owned Entities                                                | <b>5</b>   |
| <b>Total points for Price and Preferences (Specific Goals) must not exceed</b> | <b>100</b> |

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

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

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, work 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 defined 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”** means:
  - 1) B-BBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **“Specific goals”** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

##### 80/20

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

#### 3.2

| Selected Specific Goal                             | Number of points allocated (20) |
|----------------------------------------------------|---------------------------------|
| B-BBEE Level of contributor – Level 1              | 15                              |
| B-BBEE Level of contributor - Level 2              | 10                              |
| >50% Black Youth Owned Entities                    | 5                               |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0                               |

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

| Specific Goals                  | Acceptable Evidence                                                                                                                                                                               |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B-BBEE level of contributor     | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline                                                  |
| >50% Black Youth Owned Entities | Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |

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

| Enterprise | B-BBEE Certificate & Sworn Affidavit                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Large      | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| QSE        | Certificate issued by SANAS accredited verification agency<br>Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)<br>[Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .] |
| EME        | Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership<br>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership<br>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 6.1

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

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

7.1.1 If yes, indicate:

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

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

## 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

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

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

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

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0013/114652/RFQ

Description of the *Works*: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## T2.2-15 NON-DISCLOSURE AGREEMENT

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

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

### TRANSNET SOC LTD

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

and

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

### WHEREAS

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

### IT IS HEREBY AGREED

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

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

including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

## 2. CONFIDENTIAL INFORMATION

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

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

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

## 7. ADEQUACY OF DAMAGES

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

## 8. PRIVACY AND DATA PROTECTION

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

## 9. GENERAL

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

Signed

Date

Name

Position

Tenderer

## T2.2-16: RFQ DECLARATION FORM

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

---



---



---

Indicate nature of relationship with Transnet:

---



---



---

*[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 “Contractor Integrity Pact”.

|                                                                  |
|------------------------------------------------------------------|
| For and on behalf of<br><br>.....<br><br>duly authorised thereto |
| Name:                                                            |
| Signature:                                                       |
| Date:                                                            |

### IMPORTANT NOTICE TO TENDERERS

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

It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)

For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

All 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 Bidder

## T2.2-17: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

---

---

---

DATE OF BREACH:

---

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

---

SIGNATURE OF TENDER

## T2.2-18: 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 RFQ. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) Tendering with the intention not winning the tender.

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0013/114652/RFQ

Description of the *Works*: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot

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

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0013/114652/RFQ

Description of the *Works*: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot

## **T2.2-19: Contractor's Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFQ 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 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 service, goods and services; and
- b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## 2 COMMITMENTS OF TRANSNET

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

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

- 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 / WORKPROVIDER

- 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 / WorkProvider / 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 in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

- 3.5 The Tenderer/ Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/ Service

Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/ Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/ Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/ Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/ Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/ Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- 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 RFQ; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet’s Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer / 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 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 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 around Transnet's blacklisting 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 blacklisting procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 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 WorkProviders 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 Form contained in the applicable RFX 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; 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 **Error! Reference source not found.** above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 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 a Tenderer by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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

Signature .....

Date .....

## T2.2-20 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions;
  - or
  - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0013/114652/RFQ

Description of the *Works*: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot

- Suppliers must be evaluated and approved before any materials, components, products or Service's ss are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner. Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

- **Conflicts of Interest**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

## **T2.2.21 PROTECTION OF PERSONAL INFORMATION (For normal contract)**

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

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

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

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

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, 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 RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

**Respondents are required to provide consent below:**

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

## T2.2-22: 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<br>(See clause 84.2 of the ECC)                                                                                                                                                             | Name of Insurance<br>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 000 000.00 |                              |       |         |
| Insurance in respect of loss of or damage to own property and equipment.                                                                                                                                      |                              |       |         |
|                                                                                                                                                                                                               |                              |       |         |
|                                                                                                                                                                                                               |                              |       |         |
|                                                                                                                                                                                                               |                              |       |         |

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0013/114652/RFQ

Description of the *Works*: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot

## **T2.2-23-: Three (3) years audited financial statements**

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

## T2.2-24 SUPPLIER DECLARATION FORM

### VENDOR REGISTRATION

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

## ANNEXURE A: SUPPLIER DECLARATION FORM

**Important Notice:** 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 xxxxxxx):                                                                                                                                                                              |                           |                        |                       |                       |                       |                       |    |
| Company Trading Name                                                                                                                                                                                    |                           |                        |                       |                       |                       |                       |    |
| Company Registered Name                                                                                                                                                                                 |                           |                        |                       |                       |                       |                       |    |
| Company Registration No Or ID No If a Sole Proprietor                                                                                                                                                   |                           |                        |                       |                       |                       |                       |    |
| Company Income Tax Number                                                                                                                                                                               |                           |                        |                       |                       |                       |                       |    |
| Form of Entity                                                                                                                                                                                          | CC                        | Trust                  | Pty Ltd               | Limited               | Partnership           | Sole Proprietor       |    |
|                                                                                                                                                                                                         | Non-profit (NPO's or NPC) | Personal Liability Co  | State Owned Co        | National Govt         | Provincial Govt       | Local Govt            |    |
|                                                                                                                                                                                                         | Educational Institution   | Specialised Profession | Financial Institution | Joint Venture         | Foreign International | Foreign Branch Office |    |
| Did your company previously operate under another name?<br>(If <b>YES</b> state the previous details below)                                                                                             |                           |                        |                       |                       | Yes                   |                       | No |
| Trading Name                                                                                                                                                                                            |                           |                        |                       |                       |                       |                       |    |
| Registered Name                                                                                                                                                                                         |                           |                        |                       |                       |                       |                       |    |
| Company Registration No Or ID No If a Sole Proprietor                                                                                                                                                   |                           |                        |                       |                       |                       |                       |    |
| Form of Entity                                                                                                                                                                                          | CC                        | Trust                  | Pty Ltd               | Limited               | Partnership           | Sole Proprietor       |    |
|                                                                                                                                                                                                         | Non-profit (NPO's or NPC) | Personal Liability Co  | State Owned Co        | National Govt         | Provincial Govt       | Local Govt            |    |
|                                                                                                                                                                                                         | Educational Institution   | Specialised Profession | Financial Institution | Joint Venture         | Foreign International | Foreign Branch Office |    |
| Your Current Company's VAT Registration Status<br>(please attach relevant supporting document for VAT)                                                                                                  |                           |                        | VAT Registered        |                       | Not VAT Registered    |                       |    |
| VAT Registration Number                                                                                                                                                                                 |                           |                        |                       |                       |                       |                       |    |
| If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status                                                                                   |                           |                        |                       |                       |                       |                       |    |
| If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your "Non VAT Registration Status" must be renewed and confirmed annually. |                           |                        |                       |                       |                       |                       |    |
| <b>Company Banking Details</b>                                                                                                                                                                          |                           |                        |                       |                       |                       |                       |    |
| Account Holder Name                                                                                                                                                                                     |                           |                        |                       |                       |                       |                       |    |
| Bank Account Number                                                                                                                                                                                     |                           |                        |                       | Universal Branch Code |                       |                       |    |
| Company Physical Address                                                                                                                                                                                |                           |                        |                       |                       |                       |                       |    |
|                                                                                                                                                                                                         |                           |                        |                       |                       |                       | Code                  |    |
| Company Postal Address                                                                                                                                                                                  |                           |                        |                       |                       |                       |                       |    |
|                                                                                                                                                                                                         |                           |                        |                       |                       |                       | Code                  |    |
| Telephone Number                                                                                                                                                                                        |                           |                        |                       | FAX Number            |                       |                       |    |
| E-Mail Address                                                                                                                                                                                          |                           |                        |                       |                       |                       |                       |    |
| Company Website Address                                                                                                                                                                                 |                           |                        |                       |                       |                       |                       |    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                      |                       |                                      |    |                                      |                       |                               |   |   |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------|-----------------------|--------------------------------------|----|--------------------------------------|-----------------------|-------------------------------|---|---|--|--|--|
| Company Contact Person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                      |                       |                                      |    |                                      |                       |                               |   |   |  |  |  |
| Designation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                      |                       |                                      |    |                                      |                       |                               |   |   |  |  |  |
| Telephone Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                      |                       |                                      |    |                                      |                       |                               |   |   |  |  |  |
| Main Product / Work Supplied e.g. Stationery / Consulting / Labour etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                      |                       |                                      |    |                                      |                       |                               |   |   |  |  |  |
| Is your company a Labour Broker?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | YES                                  |                       |                                      |    |                                      |                       | NO                            |   |   |  |  |  |
| How many personnel does the business employ? (please state number)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | Full Time                            |                       |                                      |    |                                      |                       | Part Time                     |   |   |  |  |  |
| <b>Please Note:</b> Should your business employ <b>more than 2 full time employees</b> who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                      |                       |                                      |    |                                      |                       |                               |   |   |  |  |  |
| Most Recent Financial Year's Annual Turnover                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | <R10 Million EME                     |                       |                                      |    |                                      |                       | >R10 Million <R50 Million QSE |   |   |  |  |  |
| Does your company have a valid Proof of B-BBEE Status?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | YES                                  |                       |                                      |    |                                      |                       | NO                            |   |   |  |  |  |
| Please indicate your Broad Based BEE status (Level 1 to 9)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 1                                    | 2                     | 3                                    | 4  | 5                                    | 6                     | 7                             | 8 | 9 |  |  |  |
| Majority Race of Ownership (please selected correct Majority Ownership for your company)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Black                                |                       |                                      |    |                                      |                       | White                         |   |   |  |  |  |
| BBBEE Score                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | % Black Ownership                    |                       | % Black Women Ownership              |    | % Black Disabled person(s) Ownership |                       |                               |   |   |  |  |  |
| % Black Youth Ownership                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | % Black Unemployed                   |                       | % Black People Living in Rural Areas |    | % Black Military Veterans            |                       |                               |   |   |  |  |  |
| <b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix III and IV: <ul style="list-style-type: none"> <li><input type="checkbox"/> Large Enterprise and QSEs with less than 51% Black Ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;</li> <li><input type="checkbox"/> EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix III and IV respectively;</li> <li><input type="checkbox"/> Black Disabled person(s) Ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;</li> <li><input type="checkbox"/> A certified South African identification document will be required for all Black Youth Ownership.</li> </ul> |  |                                      |                       |                                      |    |                                      |                       |                               |   |   |  |  |  |
| <b>Supplier Development Information Required</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                      |                       |                                      |    |                                      |                       |                               |   |   |  |  |  |
| EMPOWERING SUPPLIER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | YES                                  | <input type="radio"/> |                                      | NO |                                      | <input type="radio"/> |                               |   |   |  |  |  |
| FIRST TIME SUPPLIER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | YES                                  | <input type="radio"/> |                                      | NO |                                      | <input type="radio"/> |                               |   |   |  |  |  |
| SUPPLIER DEVELOPMENT PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | YES                                  | <input type="radio"/> |                                      | NO |                                      | <input type="radio"/> |                               |   |   |  |  |  |
| DEVELOPMENT PLAN DOCUMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | If Yes - Attach supporting documents |                       |                                      |    |                                      |                       |                               |   |   |  |  |  |
| ENTERPRISE DEVELOPMENT BENEFICIARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | YES                                  | <input type="radio"/> |                                      | NO |                                      | <input type="radio"/> |                               |   |   |  |  |  |
| SUPPLIER DEVELOPMENT BENEFICIARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | YES                                  | <input type="radio"/> |                                      | NO |                                      | <input type="radio"/> |                               |   |   |  |  |  |
| GRADUATION FROM ED TO SD BENEFICIARY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | YES                                  | <input type="radio"/> |                                      | NO |                                      | <input type="radio"/> |                               |   |   |  |  |  |
| ENTERPRISE DEVELOPMENT RECIPIENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | YES                                  | <input type="radio"/> |                                      | NO |                                      | <input type="radio"/> |                               |   |   |  |  |  |

|                                                                                                                                                                                                          |  |             |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------|--|
| <b>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</b> |  |             |  |
| Name and Surname                                                                                                                                                                                         |  | Designation |  |
| Signature                                                                                                                                                                                                |  | Date        |  |

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 R1 million threshold**, as required in terms of the Value Added Tax Act.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Commissioner of Oaths

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

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

\_\_\_\_\_  
Commissioner of Oaths (Signature & Stamp)



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 IncomeTax Act.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

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

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

\_\_\_\_\_  
Commissioner of Oaths (Signature & Stamp)



## SWORN AFFIDAVIT: B-BBEE for EXEMPTED MICRO ENTERPRISE

I, the undersigned, \_\_\_\_\_

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

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

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Enterprise Name:</b>                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Trading Name (If Applicable):</b>                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Registration Number:</b>                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Enterprise Physical Address:</b>                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Nature of Business:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Definition of "Black People"</b>                    | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> <li>• Who are citizens of the Republic of South Africa by birth or descent; or</li> <li>• Who became citizens of the Republic of South Africa by naturalization- <ul style="list-style-type: none"> <li>i. Before 27 April 1994; or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</li> </ul> </li> </ul> |

4. I hereby declare under Oath that:

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

## Appendix III

- **The enterprise is \_\_\_\_\_% black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise is \_\_\_\_\_% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise is \_\_\_\_\_% by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- Based on the 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         | <b>Level One</b> (135% B-BBEE procurement recognition)  |  |
| More than 51% blackowned | <b>Level Two</b> (125% B-BBEE procurement recognition)  |  |
| Less than 51% blackowned | <b>Level Four</b> (100% 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**

.....  
**Name & Surname**

**Signature & Stamp**

## APPENDIX IV

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

I, the undersigned, \_\_\_\_\_

|                     |  |
|---------------------|--|
| Full name & Surname |  |
| Identity number     |  |

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

- **The enterprise is \_\_\_\_\_% black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **The enterprise is \_\_\_\_\_% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **The enterprise is \_\_\_\_\_% by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual **Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),**

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

|                          |                                                              |  |
|--------------------------|--------------------------------------------------------------|--|
| 100% Black Owned         | <b>Level One</b> (135% B-BBEE procurement recognition level) |  |
| At least 51% Black Owned | <b>Level Two</b> (125% B-BBEE procurement recognition level) |  |

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

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

**Deponent Signature**

.....

**Date**

.....

**Commissioner of Oaths**

..... **Name and Surname**



## C1.1: Form of Offer & Acceptance

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

### FOR THE SUPPLY AND INSTALLATION OF ELEVEN (11) AIR CONDITIONERS IN VARIOUS AREAS WITHIN EMPANGENI DEPOT

The tenderer, identified in the Offer signature block, has

|  |                                                                                                                                                                                 |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender. |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

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

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

|                          |                                           |      |  |
|--------------------------|-------------------------------------------|------|--|
| Signature(s)             |                                           |      |  |
| Name(s)                  |                                           |      |  |
| Capacity                 |                                           |      |  |
| <b>For the tenderer:</b> |                                           |      |  |
|                          | (Insert name and address of organisation) | Date |  |

Transnet Rail Infrastructure Manager

Contract Number: TFR/2026/08/0013/114652/RFQ

Description of the *Works*: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot

|                                      |  |  |  |  |
|--------------------------------------|--|--|--|--|
| Name &<br>signature of<br>witness    |  |  |  |  |
| 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: Work Information                                                  |
| Part C4 | Site Information                                                                 |

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

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

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

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

Transnet Rail Infrastructure Manager

Contract Number: TFR/2026/08/0013/114652/RFQ

Description of the Works: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot

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                    |                                                  |      |  |
| <b>for the Employer</b>     | Transnet SOC Ltd                                 |      |  |
| Name & signature of witness | <i>(Insert name and address of organisation)</i> | 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  |                   |  |                  |

Transnet Rail Infrastructure Manager

Contract Number: TFR/2026/08/0013/114652/RFQ

Description of the Works: For the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot

|                             |                                                  |  |                  |
|-----------------------------|--------------------------------------------------|--|------------------|
| On behalf of                | <i>(Insert name and address of organisation)</i> |  | Transnet SOC Ltd |
| Name & signature of witness |                                                  |  |                  |
| Date                        |                                                  |  |                  |

## C1.2 Contract Data

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

| Clause | Statement                                                                                      | Data                                                                                                                    |
|--------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| 1      | <b>General</b>                                                                                 |                                                                                                                         |
|        | The <i>conditions of contract</i> are the core clauses and the clauses for main Option         |                                                                                                                         |
|        |                                                                                                | <b>B: Priced contract with bill of quantities</b>                                                                       |
|        | dispute resolution Option                                                                      | <b>W1: Dispute resolution procedure</b>                                                                                 |
|        | and secondary Options                                                                          |                                                                                                                         |
|        |                                                                                                | <b>X2: Changes in the law</b>                                                                                           |
|        |                                                                                                | <b>X18: Limitation of liability</b>                                                                                     |
|        |                                                                                                | <b>Z: Additional conditions of contract</b>                                                                             |
|        | of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) |                                                                                                                         |
| 10.1   | The <i>Employer</i> is:                                                                        | <b>Transnet SOC Ltd<br/>(Registration No. 1990/000900/30)</b>                                                           |
|        | Address                                                                                        | Registered address:<br><b>Transnet Corporate Centre<br/>138 Eloff Street<br/>Braamfontein<br/>Johannesburg<br/>2000</b> |
|        | Having elected its Contractual Address for the purposes of this contract as:                   | <b>Transnet Rail Infrastructure Manager<br/>6 Minnaar Street<br/>Pretoria<br/>0002</b>                                  |
| 10.1   | The <i>Project Manager</i> is: (Name)                                                          | <b>Bongani Myeni</b>                                                                                                    |
|        | Address                                                                                        | <b>01 Station Road, off Johnross highway<br/>Empangeni<br/>3880</b>                                                     |

|          |                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Tel                                                         | <b>083 980 1987</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|          | e-mail                                                      | <a href="mailto:Bongani.Myeni@transnet.net">Bongani.Myeni@transnet.net</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 10.1     | The <i>Project Manager</i> is: (Name)                       | <b>Sibusiso Mpanza</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|          | Address                                                     | <b>01 Station Road, off Johnross highway<br/>Empangeni<br/>3880</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|          | Tel No.                                                     | <b>0839800686</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|          | e-mail                                                      | <a href="mailto:Sibusiso.Mpanza@transnet.net">Sibusiso.Mpanza@transnet.net</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 11.2(2)  | The Site Information <i>is</i>                              | <b>C4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 11.2(13) | The <i>works</i> are                                        | <b>C3</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 11.2(14) | The following matters will be included in the Risk Register | <ol style="list-style-type: none"> <li>1. <b>Operational Activities interfering with the works</b></li> <li>2. <b>Working under and adjacent to live OHTE lines</b></li> <li>3. <b>Working in confined working spaces</b></li> <li>4. <b>Working at heights</b></li> <li>5. <b>Working with high voltage electrical current</b></li> <li>6. <b>Unknown underground services</b></li> <li>7. <b>Occupations</b></li> <li>8. <b>Long lead times</b></li> <li>9. <b>Crime on site</b></li> <li>10. <b>Awareness and Training of personal</b></li> </ol> |
| 11.2(15) | The <i>boundaries of the site</i> are                       | <b>As stated in Part C4.1.” Description of the Site and its surroundings”</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 11.2(16) | The Site Information is in                                  | <b>Part C4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 11.2(19) | The <i>Works</i> Information is in                          | <b>Part C3</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12.2     | The <i>law of the contract</i> is the law of                | <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 13.1     | The <i>language of this contract</i> is                     | <b>English</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 13.3     | The <i>period for reply</i> is                              | <b>2 weeks</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>2</b> | <b>The Contractor's responsibilities</b>                    | <b>main No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>3</b> | <b>Time</b>                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|          |                                                                                              |                                                                                                                                                                                                                                                                                                                                      |
|----------|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(3)  | The <i>completion date</i> for the whole of the <i>works</i> is                              | <b>30 November 2026</b>                                                                                                                                                                                                                                                                                                              |
| 31.2     | The <i>starting date</i> is                                                                  | <b>1 November 2026</b>                                                                                                                                                                                                                                                                                                               |
| 31.1     | The <i>Contractor</i> is to submit a first programme for acceptance within                   | <b>2 weeks of the Contract Date.</b>                                                                                                                                                                                                                                                                                                 |
| 32.2     | The <i>Contractor</i> submits revised programmes at intervals no longer than                 | <b>2 weeks.</b>                                                                                                                                                                                                                                                                                                                      |
| 35.1     | The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date. | <b>Conditions of contract</b>                                                                                                                                                                                                                                                                                                        |
| <b>4</b> | <b>Testing and Defects</b>                                                                   | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                                                                                                                                                                                         |
| 42.2     | The <i>defects date</i> is                                                                   | <b>52 (fifty-two) weeks after Completion of the whole of the <i>works</i></b>                                                                                                                                                                                                                                                        |
| 43.2     | The <i>defect correction period</i> is                                                       | <b>2 weeks</b>                                                                                                                                                                                                                                                                                                                       |
| <b>5</b> | <b>Payment</b>                                                                               |                                                                                                                                                                                                                                                                                                                                      |
| 50.1     | The <i>assessment interval</i> is monthly on the                                             | <b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>                                                                                                                                                                                                                                                                  |
| 51.1     | The <i>currency of this contract</i> is the                                                  | <b>South African Rand.</b>                                                                                                                                                                                                                                                                                                           |
| 51.2     | The period within which payments are made is                                                 | <b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>                                                                                                                                                                             |
| 51.4     | The <i>interest rate</i> is                                                                  | <b>the prime lending rate of Standard Bank of South Africa.</b>                                                                                                                                                                                                                                                                      |
| <b>6</b> | <b>Compensation events</b>                                                                   |                                                                                                                                                                                                                                                                                                                                      |
| 60.1(13) | The <i>weather measurements</i> to be recorded for each calendar month are,                  | <b>the cumulative rainfall (mm)</b><br><br><b>the number of days with rainfall more than 10 mm</b><br><br><b>the number of days with minimum air temperature less than 0 degrees Celsius</b><br><br><b>the number of days with snow lying at 08:00 hours South African Time</b><br><br><b>and these measurements: Not applicable</b> |
|          | The place where weather is to be recorded (on the Site) is:                                  | <b>The <i>Contractor's</i> Site establishment area</b>                                                                                                                                                                                                                                                                               |

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at: **All boundaries of the Site**  
and which are available from: **South African Weather Work012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

|          |                                                                        |                                                                                                                                                                                                                                                                                                                                                     |
|----------|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>7</b> | <b>Title</b>                                                           | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                                                                                                                                                                                                        |
| <b>8</b> | <b>Risks and insurance</b>                                             |                                                                                                                                                                                                                                                                                                                                                     |
| 80.1     | These are additional <i>Employer's</i> risks                           | <b>None</b>                                                                                                                                                                                                                                                                                                                                         |
| 84.1     | The <i>Employer</i> provides these insurances from the Insurance Table |                                                                                                                                                                                                                                                                                                                                                     |
|          | 1 Insurance against:                                                   | <b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>                                                                                                                                                                                                        |
|          | Cover / indemnity:                                                     | <b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                        |
|          | The deductibles are:                                                   | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
|          | 2 Insurance against:                                                   | <b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; 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</b> |
|          | Cover / indemnity                                                      | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                     |
|          | The deductibles are                                                    | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
|          | 3 Insurance against:                                                   | <b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>                                                                                                                                                                                                              |
|          | Cover / indemnity                                                      | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                     |
|          | The deductibles are:                                                   | <b>As stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |

|      |                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | 4 Insurance against:                                                                                                                                                                                                                  | <b>Contract Works SASRIA insurance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|      |                                                                                                                                                                                                                                       | <b>subject to the terms, exceptions and conditions of the SASRIA coupon</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|      | Cover / indemnity                                                                                                                                                                                                                     | <b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|      | The deductibles are                                                                                                                                                                                                                   | <b>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.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|      | Note:                                                                                                                                                                                                                                 | <b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 84.1 | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is | <b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|      | The <i>Contractor</i> provides these additional Insurances                                                                                                                                                                            | <b>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</b><br><br><b>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</b> |

**3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**

**4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 10 000 000.**

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

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

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

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

**Principal Controlled Insurance policy for Contract**

## **9 Termination**

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

|            |                                                                             |                                                                                                                                                                                                                |
|------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>10</b>  | <b>Data for main Option clause</b>                                          |                                                                                                                                                                                                                |
| <b>B</b>   | <b>Priced contract with Bill of Quantities</b>                              | <b>No additional data is required for this Option.</b>                                                                                                                                                         |
| 60.6       | The <i>method of measurement</i> is                                         | The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.                                                                                                             |
| <b>11</b>  | <b>Data for Option W1</b>                                                   |                                                                                                                                                                                                                |
| 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:                                  | The Chairman of the Association of Arbitrators (Southern Africa)                                                                                                                                               |
|            | If no <i>Adjudicator nominating body</i> is entered, it is:                 | the Association of Arbitrators (Southern Africa)                                                                                                                                                               |
| W1.4(2)    | The <i>tribunal</i> is:                                                     | Arbitration                                                                                                                                                                                                    |
| W1.4(5)    | The <i>arbitration procedure</i> is                                         | The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)                                                                                                                  |
|            | The place where arbitration is to be held is                                | Johannesburg, South Africa                                                                                                                                                                                     |
|            | The person or organisation who will choose an arbitrator                    |                                                                                                                                                                                                                |
|            | - if the Parties cannot agree a choice or                                   |                                                                                                                                                                                                                |
|            | - if the arbitration procedure does not state who selects an arbitrator, is | The Chairman of the Association of Arbitrators (Southern Africa)                                                                                                                                               |
| <b>12</b>  | <b>Data for secondary Option clauses</b>                                    |                                                                                                                                                                                                                |
| <b>X2</b>  | <b>Changes in the law</b>                                                   | <b>No additional data is required for this Option</b>                                                                                                                                                          |
| <b>X18</b> | <b>Limitation of liability</b>                                              |                                                                                                                                                                                                                |

|          |                                                                                                                                                                               |                                                             |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| X18.1    | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:                                                                    | <b>Nil</b>                                                  |
| X18.2    | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:                            | <b>The deductible of the relevant insurance policy</b>      |
| X18.3    | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:                                                | <b>The cost of correcting the Defect</b>                    |
| X18.4    | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | <b>The Total of the Prices</b>                              |
| X18.5    | The <i>end of liability date</i> is                                                                                                                                           | <b>12 months after Completion of the whole of the works</b> |
| <b>Z</b> | <b><i>Additional conditions of contract are:</i></b>                                                                                                                          |                                                             |

## **Z1 Additional clauses relating to Joint Venture**

### **Z1.1**

**Insert the additional core clause 27.5**

**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an ‘Incorporated Joint Venture,’ the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:**

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

|      |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                                      | <ul style="list-style-type: none"> <li>Financial requirements for the Joint Venture:</li> <li>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;</li> </ul> <p>the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p>                                                         |
| Z1.2 |                                                                      | <p>Insert additional core clause 27.6</p> <p>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>                                                                                                                                                                                                                                                                               |
| Z2   | Additional obligations in respect of Termination                     | <ul style="list-style-type: none"> <li></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Z2.1 |                                                                      | <p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word ‘partnership’ add ‘joint venture whether incorporate or otherwise (including any constituent of the joint venture)’ and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>commenced business rescue proceedings (R22)</li> </ul> <p>repudiated this Contract (R23)</p> |
| Z2.2 | Termination Table                                                    | <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend “A reason other than R1 – R21” to “A reason other than R1 – R23”</p>                                                                                                                                                                                                                                                                                                           |
| Z2.3 |                                                                      | <p>Amend “R1 – R15 or R18” to “R1 – R15, R18, R22 or R23.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Z3   | Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA | <p>1.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|             |                                           |                                                                                                                                                                                                                                    |
|-------------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z3.1</b> |                                           | <p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> |
|             |                                           | <p>2. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</p>                                        |
|             |                                           | <p>3. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</p>                                                |
|             |                                           | <p>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.</p>                                           |
| <b>Z4</b>   | <b>Additional Clause Relating to</b>      |                                                                                                                                                                                                                                    |
|             | <b>Collusion in the</b>                   |                                                                                                                                                                                                                                    |
|             | <b>Industry</b>                           |                                                                                                                                                                                                                                    |
| <b>Z4.1</b> |                                           | <p>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</p>                                 |
| <b>Z5</b>   | <b>Protection of Personal Information</b> |                                                                                                                                                                                                                                    |
|             | <b>Act</b>                                |                                                                                                                                                                                                                                    |
| <b>Z5.1</b> |                                           | <p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.</p>                     |

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

| Clause   | Statement                                  | Data                                                                                                |
|----------|--------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 10.1     | The <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:                                |                                                                                                     |
|          |                                            | <b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b> |

|            |                                                                                                                              |                                                  |                  |             |
|------------|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------|-------------|
| 11.2(14)   | The following matters will be included in the Risk Register                                                                  |                                                  |                  |             |
| B          | Priced contract with bill of quantities                                                                                      | Data for the Shorter Schedule of Cost Components |                  |             |
| 41 in SSCC | The percentage for people overheads is:                                                                                      | %                                                |                  |             |
| 21 in SSCC | The published list of Equipment is the last edition of the list published by                                                 |                                                  |                  |             |
|            | The percentage for adjustment for Equipment in the published list is                                                         | % (state plus or minus)                          |                  |             |
| 22 in SSCC | The rates of other Equipment are:                                                                                            | Equipment                                        | Size or capacity | Rate        |
|            |                                                                                                                              |                                                  |                  |             |
|            |                                                                                                                              |                                                  |                  |             |
|            |                                                                                                                              |                                                  |                  |             |
|            |                                                                                                                              |                                                  |                  |             |
|            |                                                                                                                              |                                                  |                  |             |
| 61 in SSCC | The hourly rates for Defined Cost of design outside the Working Areas are                                                    | Category of employee                             |                  | Hourly rate |
|            |                                                                                                                              |                                                  |                  |             |
|            |                                                                                                                              |                                                  |                  |             |
|            |                                                                                                                              |                                                  |                  |             |
|            |                                                                                                                              |                                                  |                  |             |
| 62 in SSCC | The percentage for design overheads is                                                                                       | %                                                |                  |             |
| 63 in SSCC | The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are: |                                                  |                  |             |

## PART C2: PRICING DATA

| Document reference | Title                          | No of pages |
|--------------------|--------------------------------|-------------|
| C2.1               | Pricing instructions: Option B | 5           |
| C2.2               | Bill of Quantities             | 1           |

## C2.1 Pricing instructions: Option B

### 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 and 2013 (ECC) Option B states:

|                                     |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Identified and defined terms</b> | 11   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                     | 11.2 | (21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.                                                                                                                                                                                                                                                                                            |
|                                     |      | (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.                                                                                                                                                                                                                                                                                              |
|                                     |      | (28) The Price for Work Done to Date is the total of <ul style="list-style-type: none"><li>the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</li><li>a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</li></ul> Completed work is work without Defects which would either delay or be covered by immediately following work. |
|                                     |      | (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.                                                                                                                                                                                                                                                                                                                                                   |

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

## Function of the Bill of Quantities

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

## Guidance before pricing and measuring

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

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

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

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

## MEASUREMENT AND PAYMENT

### Symbols

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

| Abbreviation          | Unit                  |
|-----------------------|-----------------------|
| %                     | percent               |
| h                     | hour                  |
| ha                    | hectare               |
| kg                    | kilogram              |
| kl                    | kilolitre             |
| km                    | kilometre             |
| km-pass               | kilometre-pass        |
| kPa                   | kilopascal            |
| kW                    | kilowatt              |
| l                     | litre                 |
| m                     | metre                 |
| mm                    | millimetre            |
| m <sup>2</sup>        | square metre          |
| m <sup>2</sup> -pass  | square metre pass     |
| m <sup>3</sup>        | cubic metre           |
| m <sup>3</sup> -km    | cubic metre-kilometre |
| MN                    | meganewton            |
| MN.m                  | meganewton-metre      |
| MPa                   | megapascal            |
| No.                   | number                |
| Prov sum <sup>1</sup> | provisional sum       |
| PC-sum                | prime cost sum        |
| R/only                | Rate only             |
| sum                   | Lump sum              |
| t                     | ton (1000kg)          |
| W/day                 | Work day              |

## General assumptions

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

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

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

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

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

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

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

## C2.2 The bill of quantities

### 1.1. Supply, Deliver, Remove Existing and Install New Air-Conditioning Units at Empangeni Relay Rooms

| Supply, Deliver, Remove Existing and Install New Air-Conditioning Units at Empangeni Relay Rooms |                                                                                                                                                                                                                                                           |          |      |                    |                       |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|--------------------|-----------------------|
| Item                                                                                             | Scope of work                                                                                                                                                                                                                                             | Quantity | UOM  | Unit Price (Price) | Total Price Excl. Vat |
| <b>AIRCONS REMOVAL AND INSTALLATION</b>                                                          |                                                                                                                                                                                                                                                           |          |      |                    |                       |
| 1                                                                                                | <b>24.000 BTU Air-conditioning Unit</b> -Complete with indoor unit and outdoor condenser unit with anti-vandal cage; including removal of existing unit, supply, delivery, installation, electrical/refrigeration connections, testing and commissioning. | 6        | Each |                    |                       |
| 2                                                                                                | <b>12.000 BTU Air-conditioning Unit</b> -Complete with indoor unit and outdoor condenser unit with anti-vandal cage; including removal of existing unit, supply, delivery, installation, electrical/refrigeration connections, testing and commissioning. | 4        | Each |                    |                       |
| 3                                                                                                | <b>9.000 BTU Air-conditioning Unit</b> - Complete with indoor unit and outdoor condenser unit with anti-vandal cage; including removal of existing unit, supply, delivery, installation, electrical/refrigeration connections, testing and commissioning. | 1        | Each |                    |                       |
| <b>TOTAL PRICE, excluding VAT:</b>                                                               |                                                                                                                                                                                                                                                           |          |      |                    |                       |
| <b>VAT 15% (if applicable)</b>                                                                   |                                                                                                                                                                                                                                                           |          |      |                    |                       |
| <b>Total Inclusive of VAT (where applicable)</b>                                                 |                                                                                                                                                                                                                                                           |          |      |                    |                       |

**PART C3: SCOPE OF WORKS**

| Document reference    | Title                               | No of page |
|-----------------------|-------------------------------------|------------|
| C3.1                  | This cover page                     | 1          |
|                       | <i>Employer's Works</i> Information | 5          |
| Total number of pages |                                     | 6          |

## SECTION 1

### 1 Description of the *Works*

#### 1.1 Executive overview

The *works* that the *Contractor* shall supply, deliver, remove existing defective air-conditioning equipment where applicable, and install new air-conditioning unit at the identified relay and battery rooms at Nseleni, Mandini, Mzingwenya, Bhizolo and Empangeni. The *works* shall include all labour, materials, equipment, transportation, installation accessories, electrical connections, refrigerant pipework, drainage, supports/brackets, anti-vandal cages for outdoor units, testing and commissioning necessary to provide fully operational air-conditioning systems.

#### Scope of Work

- a) Supply and deliver 11 new indoor and outdoor air-conditioning units.
- b) Remove the existing old air-conditioning units and install new units.
- c) Reuse or replace existing outdoor-unit brackets as required after inspection.
- d) Ensure the outdoor unit is securely mounted and protected against environmental conditions and potential vandalism.
- e) Test and commission the complete installation.

**1.2.** Accept where otherwise specified, the *Contractor* will at his/her own cost provide all labour, transport for fetching material, tools and toilet.

**1.3.** All *works* should be carried out under *Project manager* approved occupation.

#### 1.4. Interpretation and terminology

The following abbreviations are used in this *Works* Information:

| Abbreviation | Meaning given to the abbreviation          |
|--------------|--------------------------------------------|
| AIA          | Authorised Inspection Authority            |
| BBBEE        | Broad Based Black Economic Empowerment     |
| CEMP         | Construction Environmental Management Plan |
| CD           | Compact Disc                               |

|        |                                                              |
|--------|--------------------------------------------------------------|
| CDR    | <i>Contractor</i> Documentation Register                     |
| CDS    | Contractor Documentation Schedule                            |
| CRL    | <i>Contractor</i> Review Label                               |
| CSHEO  | <i>Contractor's</i> Safety, Health and Environmental Officer |
| CM     | Construction Manager                                         |
| DTI    | Department of Trade and Industry                             |
| DGN    | .....                                                        |
| DWG    | Drawings                                                     |
| EDMS   | .....                                                        |
| EO     | Environmental Officer                                        |
| HAW    | Hazard Assessment Workshop                                   |
| HAZOP  | Hazard and Operability Study                                 |
| HSSP   | Health and Safety Surveillance Plan                          |
| INC    | Independent Nominated Consultant                             |
| IP     | Industrial Participation <sup>2</sup>                        |
| IR     | Industrial Relations                                         |
| IPP    | Industrial Participation Policy                              |
| IPO    | Industrial Participation Obligation                          |
| IPS    | Industrial Participation Secretariat                         |
| IRCC   | Industrial Relations Co-ordinating Committee                 |
| JSA    | Job Safety Analysis                                          |
| CIRP   | <i>Contractor's</i> Industrial Relations Practitioner        |
| Native | Original electronic file format of documentation             |
| PES    | Project Environmental Specifications                         |
| PHA    | Preliminary Hazard Assessment                                |

|        |                                                            |
|--------|------------------------------------------------------------|
| PIRM   | Project Industrial Relations<br>Manager                    |
| PIRPMP | Project Industrial Relations<br>Policy and Management Plan |
| PLA    | Project Labour Agreements                                  |
| PSIRM  | Project Site Industrial<br>Relations Manager               |
| PSPM   | Project Safety Program<br>Manager                          |
| PSSM   | Project Site Safety Manager                                |
| ProgEM | Programme Environmental<br>Manager                         |
| ProjEM | Project Environmental<br>Manager                           |
| QA     | Quality Assurance                                          |
| R&D    | Research and Development                                   |
| SANS   | South African National<br>Standards                        |
| SASRIA | South African Special Risks<br>Insurance Association       |
| SES    | Standard Environmental<br>Specification                    |
| SHE    | Safety, Health and<br>Environment                          |
| SHEC   | Safety, Health and<br>Environment Co-ordinator             |
| SIP    | Site Induction Programme                                   |
| SMP    | Safety Management Plan                                     |
| SSRC   | Site Safety Review<br>Committee                            |

## 2 Engineering and the *Contractor's* design

### 2.1 *Employer's* design

The *Contractor's* design for the works shall be in accordance with Transnet specification and shall take every clause into consideration. The Scope of *Works* should be followed for the supply and installation of eleven (11) air conditioners in various areas within Empangeni depot:

2.1.1 installation of 24 000 BTU air conditioners, 12000 BTU air conditioners and 9.000 BTU air conditioners in various areas within at Empangeni.

|                                                                              |
|------------------------------------------------------------------------------|
| South African National Standards                                             |
| SANS 10147 (refrigeration systems)                                           |
| SANS 10173 (air-conditioning duct Work)                                      |
| SANS 10400-O (building regulations for HVAC)                                 |
| SANS 10142-1 (low voltage electrical wiring)                                 |
| SANS 10142-1: The wiring of premises part 1, low voltage installations.      |
| •SANS IEC 60079-14: Electrical installation designs, sectioning and erection |

### 2.2 Parts of the *works* which the *Contractor* is to design

The *Contractor* submits documentation as the '*Works* Information' requires to the Project Manager for review and acceptance.

In undertaking the '*Works*', the *Contractor* shall conform and adhere to the requirements of the specification and scope of *works* indicated in 2.1. *Employer's* design or Scope of *Works*.

### 2.3 Equipment required to be included in the *works*

- 6x 24 000 BTU air conditioners with remote controls and operating manuals
- 4x 12 000 BTU air conditioners with remote controls and operating manuals
- 1x 9 000 BTU air conditioners with remote controls and operating manuals

3 The work to be done by the Completion Date: 30 November 2026

4.1 In accordance with Transnet specification.

## 5.1 Safety risk management

5.1.1 The *Contractor* must comply with the following SMP: Site Cardinal Rules, Project Site Induction, Hazard Management on Site, Risk Assessments, Daily Safe Task Instructions, Occupational Health and Hygiene, Safe Systems of Work, Incident Management, Site Management (as a minimum)

- Hazardous and non-hazardous solid waste management
- Storm water management
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Environmental awareness training
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

## 6.1 The Contractor's Invoices

6.1.1 When the Project Manager certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the Employer's procedure for invoice submission.

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

6.1.3 The invoice states the following :  
Invoice addressed to Transnet SC Ltd;  
Transnet SOC Limited's VAT No: 4720103177;  
Invoice number;  
The *Contractor's* VAT Number; and  
The *Contract* number \_\_\_\_\_.

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

6.15 Invoices submitted by post are addressed to:

Transnet Rail Infrastructure Manager  
P.O Box 20064  
Empangeni  
3880

For the attention of the Contract Administrator, Barbara Bhengu

Invoices hand delivered are addressed to:

Transnet Rail Infrastructure Manager  
Room 219  
Malahle House  
4 Kiewet Street  
Empangeni  
3880

For the attention of the Contract Administrator, Barbara Bhengu

The invoice is presented as an original.

7.1 Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deemed to be trespassing

## PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

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

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

|                                                                                       |
|---------------------------------------------------------------------------------------|
| <b>TRIM Planning Office being 02BE030A and the Production Building being 02EX001A</b> |
|---------------------------------------------------------------------------------------|

### 1. Description of the Site and its surroundings

#### 1.1. General description

The properties can be found specifically at Nseleni, Mandini, Mzingwenya, Bhizolo and Empangeni.

#### 1.2. Existing buildings, structures, and plant & machinery on the Site

The installation of air conditioners will have no interfaces or hook up points with existing facilities or will comprise the work.

#### 1.3. Subsoil information

Not Applicable

#### 1.4. Hidden services

Not Applicable

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

Not Applicable