REQUEST FOR PROPOSAL (RFP)

ENQUIRY FOR THE SUPPLY AND DELIVERY OF SUBSTATION TEST EQUIPMENT IN THE PORT OF RICHARDS BAY

Enquiry Number: 4127850.S001
Issue Date: 05 APRIL 2019
Compulsory Briefing Session: 16 APRIL 2019
Closing Date: 30 APRIL 2019
Closing Time: 12h00
Bid Validity Period: 12 Weeks from Closing Date
Contents  

Number  Heading

The Tender

Part T1: Tendering Procedures

T1.1  Tender Notice and Invitation to Tender
T1.2  Tender Data

Part T2: Returnable Documents

T2.1  List of Returnable Documents
T2.2  Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1  Form of Offer and Acceptance
C1.2  Contract Data (Parts 1 & 2)

Part C2: Pricing Data

C2.1  Pricing Instructions
C2.2  Pricing Schedule

Part C3: Scope of Supply

C3  Goods Information

CD: Specifications and Drawings
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].

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>The Supply and Delivery of Substation Test Equipment in the Port Of Richards Bay</th>
</tr>
</thead>
<tbody>
<tr>
<td>TENDER FEE AND BANKING DETAILS</td>
<td>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. Alternatively, this RFP may be purchased at R250 [inclusive of VAT] on a CD for those Tenderers that require a copy from Transnet rather than downloading from the website. Tenderers are however encouraged to download the RFP from the National Treasury eTender Portal instead. If a CD containing the RFP is required, prior arrangements must be made one (1) day in advance with the contact person listed below. This CD containing the RFP may be collected during work hours. Payment is to be made as follows: Bank: Standard Bank Account Number: 00 126 5741 Branch: Carlton Centre Branch code: 0023055 Account Name: Transnet Group Capital Reference: 4127850.S001</td>
</tr>
<tr>
<td>COLLECT CD CONTAINING RFP FROM:</td>
<td>Transnet Group Capital, 1st Floor, Lakeview Terrace, 7 Trinidad Parking, Richards Bay, 3900 Contact Person: Fhulufhedzani Kone. Email address: <a href="mailto:Fhulufhedzani.Kone@transnet.net">Fhulufhedzani.Kone@transnet.net</a></td>
</tr>
</tbody>
</table>

NOTE:

1. This amount is not refundable. Proof of payment for such payment made must be presented when collecting the CD containing the RFP.
2. It is the responsibility of the tenderer to ensure receipt of a complete RFP with specifications, drawings and annexures.
DESCRIPTION OF SUPPLY: THE SUPPLY AND DELIVERY OF SUBSTATION TEST EQUIPMENT IN THE PORT OF RICHARDS BAY

**ISSUE DATE AND COLLECTION DATE DEADLINE**

Between 09:00 and 15:00 from 05 April 2019 until 15 April 2019.

Note: If a tender fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect a CD containing the RFP on behalf of a Tenderer, please ensure that this person [the third party] has a “proof of payment” receipt for presentation to Transnet when collecting the CD containing the RFP.

**COMPULSORY TENDER CLARIFICATION MEETING**

A Compulsory Tender Clarification Meeting will be conducted at Transnet Group Capital Office, 1st Floor, Lakeview Terrace (Absa Building), 7 Trinidad Parking, Richards Bay on **16 APRIL 2019**, at **10:00am [10 O’clock]** for a period of ±2 (two) hours. [Tenderers to provide own transportation and accommodation].

The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-01** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** site meeting and/or tender briefing.

Tenderers are required to bring this **Returnable Schedule T2.2-01** to the Compulsory Tender Clarification Meeting to be signed by the **Employer’s Representative**.

Tenderers failing to attend the compulsory tender briefing will be disqualified.

CD containing Drawings and Annexures will be handed out at the clarification meeting.

**CLOSING DATE**

**12:00pm on 30 April 2019**

Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.

**VALIDITY PERIOD**

**12 weeks from the Tender Closing Date.**

Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)’ tender will be deemed to remain valid until a final contract has been concluded.
2. TENDER SUBMISSION

Tender Offers must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Group Capital Acquisition Council
RFP No.: 4127850.S001
Description: The Supply and Delivery of Substation Test Equipment in the Port of Richards Bay
Closing date and time: Tuesday, 30 April 2019 at 12:00
Closing address: [Refer to options in paragraph 3 below]

All envelopes must reflect the return address of the Tenderer on the reverse side.

3. DELIVERY INSTRUCTIONS FOR TENDER

3.1. Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at the address of the regional tender box location at 1st Floor Lakeview Terrace, 7 Trinidad Parking, Richards Bay, 3900 and must be addressed as follows:

The Secretariat
Transnet Group Capital Local Acquisition Council
1st Floor Lakeview Terrace, 7 Trinidad Parking
Richards Bay
3900
South Africa

The measurements of the “tender slot” are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 2 above.

3.2. Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Group Capital Acquisition Council and a signature obtained from that Office:

The Secretariat
Transnet Group Capital Local Acquisition Council
1st Floor Lakeview Terrace, 7 Trinidad Parking
Richards Bay
3900
South Africa

3.3 If tender offers are not delivered as stipulated herein, such tenders will not be considered.

3.4 No email or faxed tenders will be considered, unless otherwise stated herein.

3.5 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.
3.6 Envelopes must not contain documents relating to any Tender other than that shown on the envelope.

4. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. 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 confidentiality. Should the need however arise to divulge any information gleaned from provision of the Goods, which is either directly or indirectly related to Transnet’s business, written approval to divulge such information must be obtained from Transnet.

5. COMPLIANCE

The successful tenderer shall be in full and complete compliance with any and all applicable laws and regulations.

6. 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:

6.1. Modify the tender services and request Tenderers to re-tender on any changes;

6.2. Reject any tender which does not conform to instructions and specifications which are detailed herein;

6.3. Disqualify tender/s submitted after the stated submission deadline [closing date];

6.4. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.

6.5. Not necessarily accept the lowest priced tender or an alternative Tender;

6.6. Reject all tenders, if it so decides;

6.7. Withdraw the tender on good cause shown;

6.8. Award business in connection with this tender at any time after the tender closing date;

6.9. Award business for only a portion of the proposed services which are reflected in the scope of this tender

6.10. Split the award of business between more than one service providers should it be more advantageous in terms of, amongst others, cost or developmental considerations at Transnet’s discretion;
6.11. 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 cancel the contract;

6.12. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

6.13. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

6.14. 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;

6.15. 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);

6.16. 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.

6.17. Not be held liable if Bidders do not respond with their contact details by the date stipulated in “Issue date and collection date deadline” above, and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

6.18. In addition, Transnet reserves the right to exclude any Tenderers from the bidding 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. Respondents are required to indicate in tender returnable [clause 12 on RFP breach of law], [breach of law] whether or not they have been found guilty of a serious breach of during the past 5 [five] years.

7. Should the preferred Tenderer fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next ranked Tenderer, provided that he/she is still prepared to provide the required goods at the quoted rate. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

8. **Repeal of Construction Sector Codes**

8.2. The repeal implies that the Construction Sector Codes cease to exist from the 17th of February 2016.

8.3. All Measured Entities operating in the Construction Sector will be required to make use of B-BBEE Generic Codes of Good Practice as amended and issued in terms of section 9(1) of the B-BBEE Act No. 53 of 2003 as amended by Act No.46 of 2013.

8.4. The application of the B-BBEE Generic Codes of Good Practice as amended must be in accordance with the Notice of Clarification published in the Notice No.444 of 2015 published in the Government Gazette no.38799 on 15 May 2015.

9. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

10.1 Respondents 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/. Respondents 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……………………………

10. LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet’s Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

11. SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

12. PROTECTION OF PERSONAL DATA

In responding to this tender, Transnet acknowledges that it may obtain and have access to personal data of the Tenderers. Transnet agrees that it shall only process the information disclosed by Tenderers in their
response to this tender for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Tenderers or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Tenderers. Similarly, Transnet requires Tenderers to process any personal information disclosed by Transnet in the Tender process in the same manner.

**Kindly note that 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.**

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**
ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS
AND INTENTION TO TENDER
(To be returned within 5 days after receipt)

SEND TO: Transnet Group Capital                  Project No.:        4127850
          Attention: Fhulufhedzani Kone                  Tender No.:        4127850.S001
          Email: Fhulufhedzani.Kone@transnet.net        Closing Date:      30 April 2019, 12:00pm

For: The Supply and Delivery of Substation Test Equipment in the Port of Richards Bay

We:  Do wish to tender for the work and shall return our tender by the due date above
      Check        Yes ☐
      Do not wish to tender on this occasion and herewith return all your documents received
      Yes ☐

REASON FOR NOT TENDERING:
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

COMPANY’S NAME, ADDRESS, CONTACT, PHONE AND TELEFAX NUMBERS
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

SIGNATURE: ______________________________________________________________

DATE: ________________________________

This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and the erratum notices issued thereafter (see www.cidb.org.za).

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

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The Purchaser is Transnet SOC Ltd (Reg No. 1990/000900/30)</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the Purchaser comprise:</td>
</tr>
</tbody>
</table>

**Part T: The Tender**

- **Part T1: Tendering procedures**
  - T1.1 Tender notice and invitation to tender
  - T1.2 Tender data

- **Part T2: Returnable documents**
  - T2.1 List of returnable documents
  - T2.2 Returnable schedules

**Part C: The contract**

- **Part C1: Agreements and contract data**
  - C1.1 Form of offer and acceptance
  - C1.2 Contract data (Part 1 & 2)

- **Part C2: Pricing data**
  - C2.1 Pricing instructions
  - C2.2 Pricing Schedule

- **Part C3: Scope of work**
  - C3.1 Goods Information
F.1.4 The Purchaser’s agent is: Procurement Officer

Name: Fhulufhedzani Kone

Address: 1st Floor Lakeview Terrace, 7 Trinidad Parking, Richards Bay, 3900. (Transnet Group Capital)

Tel No. 035 905 4603.

E-mail Fhulufhedzani.Kone@transnet.net

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

1. **Stage One – Eligibility with regards to attendance at the compulsory clarification meeting:**
   An authorised representative of the tendering entity must attend the compulsory clarification meeting in terms F.2.7 below.

2. **Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:**
   It is a specific tendering condition that only respondents that are Level 1, 2, and 3 falling in one of the following categories may respond to this RFP;
   (i) an EME or QSE which is at least 51% owned by black people;
   (ii) an EME or QSE which is at least 51% owned by black people who are youth;
   (iii) an EME or QSE which is at least 51% owned by black people who are women;
   (iv) an EME or QSE which is at least 51% owned by black people with disabilities

   Any tenderer that fails to meet the pre-qualifying criteria stipulated above will be regarded as an unacceptable tender and will not be further evaluated.

3. **Stage Two - Functionality:**
   Only those tenderers who obtain the minimum qualifying for score for functionality will be evaluated further in terms of price and the applicable preference point system.

   Any tenderer that fails to obtain the minimum qualifying score for functionality will be regarded as an unacceptable tender.

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

   The minimum qualifying score for functionality is 60 points.
The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register. Tenderers are also required to bring their RFP document to the briefing session and have their returnable document **T2.2-01 Certificate of Attendance** signed off by the Purchaser’s authorised representative.

No alternative tender offers will be considered.

Parts of each tender offer communicated on paper shall be as an original, plus 1 (One) copy and shall be in the **English Language**.

The Purchaser’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

- **Location of tender box**: Reception 1st Floor Lakeview Terrace, 7 Trinidad Parking, Richards Bay. (Transnet Group Capital)
- **Physical address**: 1st Floor Lakeview Terrace, 7 Trinidad Parking Richards Bay 3900 South Africa
- **Identification details**: The tender documents must be submitted labelled with:
  - Name of Tenderer:
  - Contact person and details:
  - The Tender Number:
  - The Tender Description:
  Documents must be marked for the attention of: **Purchaser’s Agent: Fhulufhzedani Kone**

The measurements of the "tender slot" are 400mm wide by 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required. **NO LATE TENDERS WILL BE ACCEPTED**

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

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

The tender offer validity period is **12 weeks** after the closing date.
Provide, on request by the Purchaser, any other material information that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Purchaser for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for of submission stated in the Purchaser’s request, the Purchaser may regard the tender offer as non-responsive.

The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS PIN to verify Tenderers compliance status;**

2. A valid certified SANAS accredited BBBEE verification certificate or sworn affidavit, and

3. Certified Letter of Good Standing with the Workmen’s compensation fund

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

The minimum number of evaluation points for functionality is: **60**

The procedure for the evaluation of responsive tenders is Method 2 (Price and Preference):

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

**In the event that all tenderers that are evaluated in terms of functionality do not meet the minimum stipulated points for functionality, Transnet reserves the right to lower the minimum stipulated threshold points (threshold) from 60 (Sixty) to 55 (Fifty-five) points.**

**Functionality Criteria**

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

<table>
<thead>
<tr>
<th>Functionality/ Quality Criteria</th>
<th>Sub-criteria</th>
<th>Sub-Criteria Point Allocation</th>
<th>Maximum number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation Schedule: T2.2-02 Programme</td>
<td>The tender must provide a detailed programme that would indicate the order and timing of activities to carry out the services in terms of the Employer’s requirements and within the stipulated timeframe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ability to provide the services</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provision of dates</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resources and Equipment</td>
<td>4</td>
<td><strong>20</strong></td>
<td></td>
</tr>
<tr>
<td>Evaluation Schedule: T2.2-03 Previous Experience</td>
<td>Progress measurements and tracking sheets</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>------------------------------------------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Tenderers are required to demonstrate their experience in the delivery of similar <em>works</em>, and to this end shall supply a sufficiently detailed reference list with contact details of existing/previous customers.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous experience must include the following:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplier Experience with reference letters / customer satisfaction letters</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluation Schedule: T2.2-04 Technical Back-up and Support</td>
<td>The proposal should reflect how the tenderer plans to provide and offer technical back up and support beyond endurance test. Repairs, calibration and service centre for all substation test equipment in SA and availability of spares and turnaround time within South Africa.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilitate training for the end users electrical maintenance team and electrical network operators on how to use each of the substation equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluation Schedule: T2.2-05 Contractor’s Design and Technical Compliance</td>
<td>The supplier equipment specification for each equipment must meet all minimum technical specifications as listed on T2-2-05.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The proposal should demonstrate technical Compliance to Design, Technical Data Sheets and Specifications completed and returned by Tenderer. Equipment Technical Specifications.</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum possible score for quality (Ms)</td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

- T2.2-02 Evaluation Schedule: Programme
- T2.2-03 Evaluation Schedule: Previous Experience
- T2.2-04 Evaluation Schedule: Technical Back-up Support
- T2.2-05 Evaluation Schedule: Contractor’s Design and Technical Compliance

The minimum number of evaluation points for functionality is 60
Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9)

In the event that all tenderers that are evaluated in terms of functionality do not meet the minimum stipulated points (threshold) for functionality, Transnet reserves the right to lower the minimum stipulated points (threshold) from 60 (Sixty) to 55 (Fifty-five) Points.

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

F.3.11.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of $W_1$ is:

80 where the financial value of one or more responsive tenders received have a value less than R 50 million, inclusive of all applicable taxes.

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

(Should the BBEE rating not be provided, Transnet reserves the right to award no points. Transnet also 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. Tenderers with no accreditation will score zero points for preferencing.)

F.3.13 Tender offers will only be accepted if:

a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. **Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS pin to verify Tenderers compliance status;**

b) 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;

c) the tenderer does not appear on Transnet’s list for restricted tenderers and National Treasury’s list of Tender Defaulters;

d) 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 Purchaser or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;

e) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;

f) the Purchaser is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

g) Respondents 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/. Respondents 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.

F.3.17 The number of paper copies of the signed contract to be provided by the Purchaser is 1 (one).
T2.1 List of Returnable Documents

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

T2.2-01 Eligibility Criteria Schedule - Certificate of attendance at Compulsory Tender Clarification Meeting

2.2. These schedules will be utilised for evaluation purposes:

T2.2-02 Evaluation Schedule: Programme
T2.2-03 Evaluation Schedule: Previous experience
T2.2-04 Evaluation Schedule: Technical Back-up Support
T2.2-05 Evaluation Schedule: Contractor’s Design and Technical Compliance

2.3. Returnable Schedules:

T2.2-06 Compulsory Enterprise Questionnaire
T2.2-07 Service Provider Integrity Pact
T2.2-08 Tender Declaration Form
T2.2-09 RFP – Breach of Law
T2.2-10 Record of addenda to tender documents
T2.2-11 Certificate of Acquaintance with Tender Document
T2.2-12 Risk Elements
T2.2-13 Schedule of Subcontractors
T2.2-14 Transnet Vendor Registration Form
T2.2-15 Insurance provided by the Supplier
T2.2-16 Authority to submit tender

2.4. C1.1 Offer portion of Form of Offer & Acceptance

2.5. C1.2 Contract Data

2.6. C2.1 Pricing Instructions

2.7. C2.2 Pricing Schedule
T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

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

Represented by: (Name and Surname)

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

Was represented at the compulsory tender clarification meeting

<table>
<thead>
<tr>
<th>Held at</th>
<th>Transnet Group Capital Offices, 1st Floor Lakeview Terrace, 7 Trinidad Parking, Richards Bay, 3900</th>
</tr>
</thead>
<tbody>
<tr>
<td>On (date)</td>
<td>Starting time: 10H00</td>
</tr>
</tbody>
</table>

Particulars of person(s) attending the meeting:

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Capacity

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

Attendance of the above company at the meeting was confirmed by the TGC Procurement:

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

For and on Behalf of the Purchaser

Date
T2.2-02: Evaluation Schedule: Programme

Note to tenderers:

The Tenderer details the proposed programme below or makes reference to his proposed programme including supporting documentation and attaches it to this schedule.

The tenderer shall provide the proposed programme showing as a minimum the following:-

- **Ability to provide the services:**
  Ability to provide the services in terms of the Employer's requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- **Provision of Dates:**
  The Consultant clearly indicates in the schedule all milestones, activities & information related to the following –
  - Float,
  - Time Risk Allowances,
  - Health and safety requirements,
  - Procedures set out in this contract,
  - Work by the Employer and Others,
  - Access to a part of the site if later than its access date,
  - Acceptances,
  - Plant & Materials and other things to be provided by the employer,
  - Information by Others,
  - starting date, access dates, Key Dates and Completion Date
  - planned Completion for each Key Date for each option and the complete works

- **Resourcing & Equipment:**
  The Contractor indicates for each operation, a statement of how the Contractor plans to do the work identifying the principal Equipment and other resources which he plans to use. Resources & equipment are loaded against activities with their associated rates.

- **Progress Measurement & Tracking Sheets:**
  The Contractor provides draft progress tracking sheets indicating how he plans to monitor and track the works at assembly member & commodity level. Sheets to have work steps and weight factors which roll up to a summary report.
The scoring of the programmes for each option will be as follows:

<table>
<thead>
<tr>
<th>Programme (10)</th>
<th>Ability to Provide the Services (4)</th>
<th>Provision of Dates (2)</th>
<th>Resourcing &amp; Equipment (2)</th>
<th>Progress Measurement &amp; Tracking Sheets (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Score 0</strong></td>
<td>The tenderer has submitted no information or inadequate information to determine a score.</td>
<td>The tenderer has submitted no information or inadequate information to determine a score.</td>
<td>The tenderer has submitted no information or inadequate information to determine a score.</td>
<td>The tenderer has submitted no information or inadequate information to determine a score.</td>
</tr>
</tbody>
</table>
| **Score 20**   | • The programme is not acceptable as it will not satisfy project objectives or requirements.  
• The programme does not meet all the required timeframes.  
• The programme does not follow a logical sequence or has critical logic errors.  
• Critical components of the scope is excluded and not to the level required in the scope.  
• The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project. | The tenderer has addressed some but not all date requirements and submission is missing critical activities and dates which renders it unrealistic / unachievable. | The tenderer has addressed some but not all resource requirements and submission is missing critical resources & equipment which renders it unrealistic / unachievable. | The tenderer has addressed some of the works on the tracking sheets but lacks sufficient work steps to track the assembly members and/or commodities from start to finish. |
<p>| <strong>Score 40</strong>   | • The programme is generic, not practical and realistic, therefore is unlikely to satisfy project objectives or Employer’s | The tenderer has addressed some but not all date requirements and submission contains some missing logic and sequencing, and renders the | The tenderer has addressed some but not all resource requirements and submission is missing some resources &amp; equipment which | The tenderer has addressed the works on the tracking sheets but lacks sufficient work steps to track the assembly members and/or commodities from |</p>
<table>
<thead>
<tr>
<th>Requirements</th>
<th>Submission Unrealistic but May Be Achievable</th>
<th>Renders It Unrealistic / Unachievable</th>
<th>Start to Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>The programme does not meet all the required timeframes.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The programme is missing some logic but it does not influence the tendered timeframe.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Some components of the scope are excluded and not to the level required in the scope.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The tenderer has misunderstood certain aspects of the scope of services and does not deal with the critical aspects of the project.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Score 60</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>The programme addresses certain specific project objectives but does not adequately deal with the critical characteristics of the project.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The programme meets all the required timeframes.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The programme is not missing logic but has minor errors or omissions in critical path/s.</td>
<td></td>
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<tr>
<td>The complete scope is captured and decomposed in the programme to the level required in the scope.</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>The tenderer has addressed most date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The tenderer has addressed most resource requirements correctly and submission contains resources &amp; equipment which is accurate, and renders the submission realistic and achievable.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The tenderer has addressed the works on the tracking sheets but lacks some work steps to track the assembly members and/or commodities from start to finish</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Score 80

- The programme addresses specific project objectives.
- The programme meets all the required timeframes.
- The programme is not missing any logic.
- The complete scope is captured and decomposed in the programme to the level required in the scope.

The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.

The tenderer has addressed all resource requirements correctly and submission contains resources & equipment which is accurate, and renders the submission realistic and achievable.

The tenderer has addressed the works on the tracking sheets and lacks no work steps to track the assembly members and/or commodities from start to finish.

### Score 100

Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.

Besides meeting the "80" rating, the tenderer has exceeded the required expectations.

Besides meeting the "80" rating, the tenderer has exceeded the required expectations.

Besides meeting the "80" rating, the tenderer has exceeded the required expectations.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule for each of the 2 (two) options are within my personal knowledge and are to the best of my belief both true and correct.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
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</table>

<table>
<thead>
<tr>
<th>Tenderer</th>
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</table>
T2.2-03: Evaluation Schedule: Previous Experience

Note to tender

Tenderers are required to demonstrate their overall experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also demonstrate their relevant experience with regards to the substation test equipment as detailed in the Scope of Works with reference to:

- Experience in the supply of substation test equipment or similar works.
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value).
- Demonstrate company experience (past performance) in comparable projects of similar size and nature by providing the following:
  - Projects in supply and delivery of substation test equipment’s or similar works within the last 10 years and the value of the projects.
- Demonstrate through previous Experience in the delivery of similar works to have executed projects within South Africa, understanding of the existing governing laws and regulations and the strategy in liaising with external and internal stakeholders, including labour dynamics, etc., and shall supply a sufficiently detailed reference list with contact details of the past and existing customers.

Attached submissions to this schedule:

........................................................................................................................................
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........................................................................................................................................
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........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................
**Score 0**  
The Tenderer has submitted no information or inadequate information to determine a score.

**Score 20**  
**A detrimental response** – The Tenderer’s previous experience presented has no relevance to the scope of this project and did not address any of the required categories.

The tenderer’s have experience in 1 project in the supply of the substation test equipment or similar works.

**Score 40**  
**Less than acceptable response** – The Tenderer’s previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and reference.

Tenderer generally has experience in 2 projects in the supply of the substation test equipment or similar works.

**Score 60**  
**Acceptable Response** – The Tenderer’s previous experience presented demonstrate sufficient knowledge and experience to successfully execute this project scope.

Tenderer generally has experience in 3 projects in the supply of the substation test equipment or similar works.

**Score 80**  
**Above acceptable response** – The Tenderer’s previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements.

Tenderer generally has experience in 4 projects in the supply of the substation test equipment or similar works.

**Score 100**  
**Excellent response** – The Tenderer’s previous experience presented demonstrates real confidence extensive understanding in all categories as required.

Tenderer generally has experience in 5 or more projects in the supply of the substation test equipment or similar works.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
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</thead>
<tbody>
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</tbody>
</table>

| Tenderer            |
|---------------------|--------------------|
|                     |                    |
TRANSNET GROUP CAPITAL  
TENDER NUMBER: 4127850.S001  
DESCRIPTION OF THE WORKS: SUPPLY OF SUBSTATION TEST EQUIPMENT IN THE PORT OF RICHARDS BAY

**T2.2-09: Evaluation Schedule: Technical Back-up and Support**

**Note to Tenderers:**
The Tenderer must give a signed undertaking and narratively demonstrate technical backup services and support and maintenance (including turnaround times and warranties/guarantees) that would be available within South Africa after completion of works, irrespective of whether a maintenance contract is entered into with the Tenderer or not.

**Undertaking given in regards to after-sales technical back-up and support:**

| Score 0 | No information provided. |
| Score 20 | A detrimental response i.e. the information contained in the returnable is inappropriate to the contract requirements. |
| Score 40 | Less than acceptable response i.e. insufficient technical backup services, support (training for the end users) and maintenance documentation in relation to contract requirements. |
| Score 60 | Acceptable response to the particular aspect of the requirement - sufficient technical backup services within South Africa outside KwaZulu-Natal province, support (training for the end users) and maintenance documentation is provided which meets the minimum contract requirements. |
| Score 80 | Above acceptable response – demonstrate real understanding of the requirements - sufficient technical backup services around KwaZulu-Natal province, support (training for the end users) and maintenance documentation is provided which exceeds contract requirements. |
| Score 100 | Excellent response - sufficient technical backup services within the Richards Bay region, support (training for the end users) and maintenance documentation is provided which exceeds contract requirements and suggests that the tenderer will benefit Transnet beyond the scope of this contract. |

1. **Repairs, calibration and SA distribution support center**
The supplier of the electrical test equipment must have a repair and calibration service center in South Africa. If the supplier of the electrical test equipment will offer a supply contract to the OEM (i.e. subcontract with OEM), they must submit written proof that the OEM have this type of service center in South Africa.

2. **Training for the end userʼs maintenance team**
Facilitate training for the end userʼs electrical maintenance team and electrical network operators on how to use each of the substation equipment.
DESCRIPTION OF THE WORKS: SUPPLY OF SUBSTATION TEST EQUIPMENT IN THE PORT OF RICHARDS BAY

Signed ............................................  Date .............................................

Name .............................................  Position .............................................

Tenderer ..............................................................................................................
T2.2-05: Contractor’s Design and Technical Compliance

Note to tenderers:

Tenderers are required to demonstrate their overall experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing &/or previous customers. The supplier of the substation test equipment must in their submission proof that they meet the list of requirements summarized below;

1. Equipment Technical Specifications

For this evaluation, the supplier equipment specification for each equipment must meet as a minimum all the technical specifications of the test equipment listed below.

Supporting equipment specifications documentation submitted by the tender for each equipment will be used to evaluate the minimum required specifications.

The test equipment are as follows;

1. Protection relays and MV transformer test set
2. Secondary and Primary injection relay test set
3. Contact resistance tester
4. MV circuit breaker test set
5. VLF Insulation Test Set
6. CT and VT Test set
7. Battery Impedance test set
| **Score 0** | No information provided |
| **Score 20** | A detrimental response i.e. Supplier test equipment technical specification contained in the returnable is inappropriate to the contract requirements. |
| **Score 40** | Less than acceptable response i.e. Insufficient supplier test equipment technical specification is in relation to contract requirements. |
| **Score 60** | Acceptable response to the particular aspect of the requirement - Sufficient supplier test equipment technical specification is provided which meets the minimum contract requirements. |
| **Score 80** | Above acceptable response – demonstrate real understanding of the requirements - Supplier test equipment technical specification is provided which exceeds contract requirements. |
| **Score 100** | Excellent response - Supplier test equipment technical specification meets 100% and/or more of the specified minimum required specifications in the scope |

**Index of documentation**

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

... ...

Signed ______________________ Date ______________________

Name ______________________ Position ______________________

Tenderer ______________________
T2.2-06: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner 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: Particulars of sole proprietors and partners in partnerships

<table>
<thead>
<tr>
<th>Name</th>
<th>Identity number</th>
<th>Personal income tax number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Section 5: Particulars of companies and close corporations

Company registration number ..........................................................

... Close corporation number .........................................................

... Tax reference number ..............................................................

...
Section 6: Record in the service of the state
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province
☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity

☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
☐ a member of an accounting authority of any national or provincial public entity
☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Within last 12 months</td>
</tr>
</tbody>
</table>

*insert separate page if necessary*
Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

<table>
<thead>
<tr>
<th>Name of spouse, child or parent</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

*insert separate page if necessary*
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

________________________________________

Name

________________________________________

Enterprise name

Date

________________________________________

Position

________________________________________
T2.2-07 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful tenderer will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Supplier (hereinafter referred to as the “Tenderer / Service Provider/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 works, goods and services; and

b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

2.2 Transnet will, during the registration and tendering process treat all Tenderers / Service Providers 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 / SERVICE PROVIDER

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

   a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet’s employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
   b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.2 The acceptance and giving of gifts may be permitted provided that:

   a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
   b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
   c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
   d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
   e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
   f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
   g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

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 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 or detriment of Transnet or other competitors.

3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of 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.

4 INDEPENDENT TENDERING

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

a) has been requested to submit a Tender in response to this Tender invitation;

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

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

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

5.1 If the Tenderer / 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 All the stipulations around Transnet’s blacklisting process as laid down in Transnet’s Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a “prima facie” (i.e. on the face of it) case has been established.

6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.5 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.

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

6.7 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
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 MONITORING

10.1 Transnet will be responsible for appointing an independent Monitor to:
   a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000,000 (one hundred million Rand) in value;
   b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000,000 (one hundred million Rand) in value; and
   c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

10.2 The Monitor will be subjected to Transnet’s Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet’s Service Provider Code of Conduct.
11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:
   a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

12 DISPUTE RESOLUTION

12.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
   a) Vexatious proceedings: these are frivolous proceedings which have been instituted without proper grounds;
   b) Perjury: where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
   c) Scurrilous allegations: where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
   d) Abuse of court process: when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

13 GENERAL

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

13.2 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.

13.3 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.

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

13.5 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.

Signed                                          Date

Name   Position

Enterprise name
T2.2-08: TENDER DECLARATION FORM

NAME OF COMPANY: _______________________________________________________

We ______________________ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;

2. we have received all information we deemed necessary for the completion of this Tender;

3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;

4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and

5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: [Respondent to indicate if this section is not applicable]

   FULL NAME OF OWNER/MEMBER/DIRECTOR/PARTNER/SHAREHOLDER: ______________________

   ADDRESS: ________________________________________________________________

   ________________________________________________________________

   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.

For and on behalf of

--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
duly authorised thereto

Name:

Signature:

Date:

**IMPORTANT NOTICE TO RESPONDENTS**

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

- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website www.transnet.net.

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

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

- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.
**T2.2-09: 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 bidding 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**
**T2.2-10: Record of Addenda to Tender Documents**

We confirm that the following communications received from the *Purchaser* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

<table>
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<tr>
<th>Date</th>
<th>Title or Details</th>
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</table>

Attach additional pages if more space is required.

Signed

Date

Tenderer
T2.2-15: Insurance provided by the Supplier

Clause 84.1 in NEC3 Supply Contract (December 2009)(amended April 2013) requires that the Supplier provides the insurance stated in the insurance table except any insurance which the Purchaser is to provide as stated in the Contract Data.

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

<table>
<thead>
<tr>
<th>Insurance against (See clause 84.2 of the SC)</th>
<th>Name of Insurance Company</th>
<th>Cover</th>
<th>Premium</th>
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</thead>
<tbody>
<tr>
<td>Loss of or damage to the goods, plant and materials</td>
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<tr>
<td>Liability for loss of or damage to property (except the goods, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) caused by activity in connection with this contract</td>
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</tr>
<tr>
<td>Liability for death of or bodily injury to employees of the Supplier arising out of and in the course of their employment in connection with this contract</td>
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<tr>
<td>(Other)</td>
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</table>

Signed  

Date

Name  

Position

Tenderer

2018 – Rev01  

Part T2: Returnable Schedules  

Page 1 of 1  

T2.2-15: Insurance provided by the Supplier
T2.2-16: 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.

<table>
<thead>
<tr>
<th>A - COMPANY</th>
<th>B - PARTNERSHIP</th>
<th>C - JOINT VENTURE</th>
<th>D - SOLE PROPRIETOR</th>
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A. Certificate for Company

I, ____________________________________________, chairperson of the board of directors of ________________, 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 ____________________________

__________________________________________ _________________________________
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.

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<tr>
<th>Name</th>
<th>Address</th>
<th>Signature</th>
<th>Date</th>
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**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.

<table>
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<tr>
<th>Name of firm</th>
<th>Address</th>
<th>Authorising signature, name (in caps) and capacity</th>
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2018 – Rev01  Part T2: Returnable Schedules  Page 3 of 4  T2.2-16: Authority to submit a Tender
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

______________________________

______________________________
T2.2-11: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

__________________________

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any TENDER/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   a) has been requested to submit a Tender in response to this Tender invitation;
   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

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

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

e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or

f) Tendering with the intention not winning the Tender.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.

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

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

Signed on this ______ day of ___________________20____

______________________________________________
SIGNATURE OF TENDERER
T2.2-12: Risk Elements

Tenderers to review the potential risk elements associated with the Project. The risk elements are to be listed separately in this Schedule. If No Risks are identified “No Risks” must be stated on this schedule.

Notwithstanding this information, all costs related to risk elements which are at the Supplier’s risk are deemed to be included in the tenderer’s offered total of the Prices.

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<th>Risk Element</th>
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Signed

Date

Name

Position

Tenderer
**T2.2-13: Schedule of Proposed Subcontractors**

The tenderer is required to provide details of all the sub-contractors that will be utilised in the provision of goods. Tenderer to note that any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Supply Manager* in terms of the Conditions of Contract.

Provide information of the Sub-contractors below:

<table>
<thead>
<tr>
<th>Name of proposed Subcontractor</th>
<th>Address and Region</th>
<th>Nature and extent of work</th>
<th>B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No</th>
<th>Amount of work subcontracted in Rands (excl. 15% Vat)</th>
<th>Percentage (%) of the subcontracted amount in terms of the tendered total of the prices</th>
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<td>5</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed  

Date  

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

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

General Terms and Conditions:

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

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

In addition, please note the following very important information:

1. If your annual turnover is R10 million or less, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company’s most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate.

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). A QSE ‘that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.
Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

3. If your annual turnover exceeds R50 million, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

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

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

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

6. It is in line with PPPFA Regulations, only valid B-BBBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. As per the communique dated 04 March 2016 addressed to the Members of the IRBA, as of 30 September 2016, the IRBA will no longer be the 'Approved Regulatory Body’ as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).'
**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/](https://secure.csd.gov.za/) before applying to Transnet.

CSD Number (MAAA xxxxxxx):

<table>
<thead>
<tr>
<th>Form of Entity</th>
<th>CC</th>
<th>Trust</th>
<th>Pty Ltd</th>
<th>Limited</th>
<th>Partnership</th>
<th>Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Non-profit (NPO’s or NPC)</td>
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</tr>
<tr>
<td>Personal Liability Co</td>
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<tr>
<td>State Owned Co</td>
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<td>National Govt</td>
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<td>Provincial Govt</td>
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<td>Local Govt</td>
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<td>Educational Institution</td>
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<td>Specialised Profession</td>
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<tr>
<td>Financial Institution</td>
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<td>Joint Venture</td>
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<td>Foreign International</td>
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<tr>
<td>Foreign Branch Office</td>
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</tr>
</tbody>
</table>

Did your company previously operate under another name?  
Yes  No

If **YES** state the previous details below:

<table>
<thead>
<tr>
<th>Trading Name</th>
<th>Registered Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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<tr>
<td>Foreign Branch Office</td>
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</tr>
</tbody>
</table>

Your Current Company’s VAT Registration Status

VAT Registration Number

If **Exempted from VAT registration**, 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 must be confirmed annually.

<table>
<thead>
<tr>
<th>Company Banking Details</th>
<th>Bank Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Universal Branch Code</th>
<th>Bank Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Physical Address</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Postal Address</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Telephone number</th>
</tr>
</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Company Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Company E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Company Website Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Contact Person Name</th>
</tr>
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</tbody>
</table>
DESCRIPTION OF SUPPLY: THE SUPPLY AND DELIVERY OF SUBSTATION TEST EQUIPMENT IN THE PORT OF RICHARDS BAY

<table>
<thead>
<tr>
<th>Designation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is your company a Labour Broker?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How many personnel does the business employ?</th>
<th>Full Time</th>
<th>Part Time</th>
</tr>
</thead>
</table>

Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.

<table>
<thead>
<tr>
<th>Most recent Financial Year’s Annual Turnover</th>
<th>&lt;R10Million</th>
<th>&gt;R10Million</th>
<th>&lt;R50Million</th>
<th>&gt;R50Million</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Does your company have a valid B-BBEE certificate?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Please indicate your Broad Based BEE status (Level 1 to 9)</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Majority Race of Ownership</th>
<th>% Black Ownership</th>
<th>% Black Women Ownership</th>
<th>% Black Disabled person(s) Ownership</th>
<th>% Black Youth Ownership</th>
<th>% White Ownership</th>
<th>% Indian Ownership</th>
<th>% Coloured Ownership</th>
</tr>
</thead>
</table>

Please Note: Please provide proof of B-BBEE status as per Appendix C. If you qualify as an EME or QSE then provide an affidavit following the templates provided in Appendix C and D respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician’s letterhead, confirming the disability. A certified South African Identification Document will be required for all Black Youth Ownership.

**Supplier Development Information Required**

<table>
<thead>
<tr>
<th>EMPOWERING SUPPLIER</th>
<th>YES</th>
<th>NO</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST TIME SUPPLIER</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>SUPPLIER DEVELOPMENT PLAN</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>DEVELOPMENT PLAN DOCUMENT</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
</tbody>
</table>

* If Yes- Attach supporting documents

<table>
<thead>
<tr>
<th>ENTERPRISE DEVELOPMENT BENEFICIARY</th>
<th>YES</th>
<th>NO</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPPLIER DEVELOPMENT BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>GRADUATION FROM ED TO SD BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>ENTERPRISE DEVELOPMENT RECIPIENT</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name and Surname</th>
<th>Designation</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Stamp And Signature Of Commissioner Of Oaths

<table>
<thead>
<tr>
<th>Name and Surname</th>
<th>Date</th>
<th></th>
</tr>
</thead>
</table>
APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: ___________________________________________

Designation: ___________________________________________

Date: ___________________________________________

Commissioner of Oaths

Thus signed and sworn to before me at __________________________ on this the ________
day of __________________________ 20________,.

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

________________________________________
Commissioner of Oaths
APPENDIX C

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned, ________________________________

<table>
<thead>
<tr>
<th>Full name &amp; Surname</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity number</td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Enterprise Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading Name (If Applicable):</td>
<td></td>
</tr>
<tr>
<td>Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Enterprise Physical Address:</td>
<td></td>
</tr>
<tr>
<td>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</td>
<td></td>
</tr>
<tr>
<td>Nature of Business:</td>
<td></td>
</tr>
</tbody>
</table>

| 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 – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or 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;
TRANSNET GROUP CAPITAL
TENDER NUMBER: 4127850.S001
DESCRIPTION OF SUPPLY: THE SUPPLY AND DELIVERY OF SUBSTATION TEST EQUIPMENT IN THE PORT OF RICHARDS BAY

- 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 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.

<table>
<thead>
<tr>
<th>Ownership Percentage</th>
<th>Level</th>
<th>B-BBEE Procurement Recognition</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% black owned</td>
<td>Level One</td>
<td>(135% B-BBEE procurement recognition)</td>
</tr>
<tr>
<td>More than 51% black owned</td>
<td>Level Two</td>
<td>(125% B-BBEE procurement recognition)</td>
</tr>
<tr>
<td>Less than 51% black owned</td>
<td>Level Four</td>
<td>(100% B-BBEE procurement recognition)</td>
</tr>
</tbody>
</table>

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 & Surname  Signature & Stamp
APPENDIX D

SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned, __________________________________________

<table>
<thead>
<tr>
<th>Full name &amp; Surname</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
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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 –
(a) Who are citizens of the Republic of South Africa by birth or descent; or
(b) Who became citizens of the Republic of South Africa by naturalization-
   i. Before 27 April 1994; or
   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,
**DESCRIPTION OF SUPPLY: THE SUPPLY AND DELIVERY OF SUBSTATION TEST EQUIPMENT IN THE PORT OF RICHARDS BAY**

- **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.

<table>
<thead>
<tr>
<th>100% Black Owned</th>
<th><strong>Level One</strong> (135% B-BBEE procurement recognition level)</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 51% Black Owned</td>
<td><strong>Level Two</strong> (125% B-BBEE procurement recognition level)</td>
</tr>
</tbody>
</table>

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** .......................... **Signature & Stamp**
C1.1 Form of Offer & Acceptance

Offer

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of the Supply and Delivery of Substation Test Equipment in the Port of Richards Bay.

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 Supplier 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.

<table>
<thead>
<tr>
<th>The offered total of the Prices exclusive of VAT is</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Added Tax @ 15% is</td>
<td>R</td>
</tr>
<tr>
<td>The offered total of the Prices inclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>(in words)</td>
<td></td>
</tr>
</tbody>
</table>

This Offer may be accepted by the Purchaser 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 Supplier in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)  
________________________________________________________________________  
Capacity  
________________________________________________________________________  
For the tenderer:  
________________________________________________________________________  
(Insert name and address of organisation)

Name & signature of witness  
________________________________________________________________________  
Date  
________________________________________________________________________
Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer’s Offer. In consideration thereof, the Purchaser shall pay the Supplier 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 Purchaser 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: Goods Information including Supply Requirements

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 Purchaser 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 Purchaser’s Supply Manager (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 at contract start date given on Contract Data Part One.

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

Signature(s)

Name(s)  
Capacity  
for the Purchaser  

Transnet SOC LTD  
1st floor, Lakeview Terrace, 7 Trinidad Parking  
Richards Bay  
3900

Name & signature of witness  
Date
Schedule of Deviations to be completed by the *Purchaser* prior to contract award

**Note:**
1. 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 Purchaser 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.

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By the duly authorised representatives signing this Schedule of Deviations below, the *Purchaser* 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 *Purchaser* 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:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
</tr>
</thead>
</table>

**For the Purchaser**

| Transnet SOC LTD  
1st Floor, Lakeview Terrace, 7 Trinidad Parking  
Richards Bay  
3900 |

**On behalf of**

| (Insert name and address of organisation) |

**Name & signature of witness**

| |

**Date**

| |
## C1.2 SC Contract Data

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for Options</td>
<td>X2 Changes in the law, X7: Delay damages, Z: <em>Additional conditions of contract</em>, Z1: Obligations in respect of Joint Venture Agreements, Z2: Additional obligations in respect of Termination, Z3: Right Reserved by the <em>Purchaser</em> to Conduct Vetting through SSA, Z4: Additional Clause Relating to Collusion in the Construction Industry, Z5: Protection of Personal Information Act</td>
</tr>
</tbody>
</table>

of the NEC3 Supply Contract (December 2009 and amended April 2013)

10.1 The *Purchaser* is (Name): Transnet SOC Ltd

Address

Registered address: 2nd Floor, Waterfall Business Estate 9 Country Estate Drive Midrand 1662

Having elected its Contractual Address for the purposes of this contract as: Transnet Group Capital 1st Floor Lakeview Terrace 7 Trinidad Parking Richards Bay 3900

Postal Address: P O Box 425 Richards Bay 3900

Tel No. (035) 905 3900

---

10.1 The Supply Manager is (name): Nobahle Mncube

Address
1st Floor, Lakeview Terrace, 7 Trinidad Parking Richards Bay 3900

Tel
035 905 4647

e-mail Nobahle.Mncube@transnet.net

11.2(13) The goods are THE SUPPLY AND DELIVERY OF SUBSTATION TEST EQUIPMENT IN THE PORT OF RICHARDS BAY

11.2(13) The services are Submit Operating manuals and maintenance schedules for each component supplied under this contract

11.2(14) The following matters will be included in the Risk Register None

11.2(15) The Goods Information is in Part C3 and all documents and drawings to which it makes reference.

12.2 The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the courts of the Republic of South Africa

13.1 The language of this contract is English

13.3 The period for reply is 2 (Two) weeks

2 The Supplier’s main responsibilities Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

3 Time

30.1 The starting date is. 06 May 2019

30.1 The delivery date of the goods and services is: goods and services delivery date

1 Delivery of all test equipment 30 Aug 2019

2 Completion Certificate 6 Sep 2019

30.2 The Supplier does not bring the goods to the Delivery Place more than one week before the Delivery Date. [no data required]

31.1 The Supplier is to submit a first programme for acceptance within 2 (two) weeks of the Contract Date.

32.2 The Supplier submits revised programmes
4 Testing and defects

42 The defects date is 52 (fifty two) weeks after Delivery.

43.2 The defect correction period is 2 (two) weeks

5 Payment

50.1 The assessment interval is monthly On the 18th of each successive month.

51.1 The currency of this contract is the South African Rand

51.2 The period within which payments are made is Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.

51.4 The interest rate is 0% per annum above the prime rate of the Standard Bank of South Africa.

6 Compensation events

No additional data is required for this section of the conditions of contract.

7 Title

No additional data is required for this section of the conditions of contract.

8 Risks, liabilities, indemnities and insurance

80.1 These are additional Purchaser’s risks None

84.1 The Purchaser provides these insurances from the Insurance Table

1 Insurance against: Loss of or damage to the goods, plant and materials is as stated in the Insurance policy for Contract Works / Public Liability.

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

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

2 Insurance against: Loss of or damage to property (except the goods, plant and materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability

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

The deductibles are: as stated in the insurance policy for contract
3 Insurance against: Loss of or damage to Equipment (Temporary works only) as stated in the insurance policy for Contract Works and Public Liability
Cover / indemnity Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are: As stated in the insurance policy for Contract Works / Public Liability

4 Insurance against: Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000.

84.1 The Supplier provides these additional insurances

1. Where the contract involves manufacture, and/or fabrication of plant & materials, components or other goods to be incorporated into the works at premises other than the site, the Supplier shall satisfy the Purchaser that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.

2. Should the Purchaser have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Supplier's policies of insurance as well as those of any sub-supplier.

3. 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.

84.2 The insurance against loss of or damage to the goods, plant and materials as stated in the insurance policy for Contract Works and Public Liability selected from is: Principal Controlled Insurance (PCI) portfolio. The PCI manual is attached to this document and will be annually reviewed and updated.
84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the goods, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) caused by activity in connection with this contract for any one event is: Whatever the Supplier deems necessary in addition to that provided by the Purchaser.

84.2 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Supplier arising out of and in the course of their employment in connection with this contract for any one event is: The Supplier must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended

88.1 The Supplier’s liability to the Purchaser for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to The total of the Prices

88.2 For any one event, the Supplier’s liability to the Purchaser for loss of or damage to the Purchaser’s property is limited to The deductible of the relevant insurance policy

88.3 The Supplier’s liability for Defects due to his design which are not notified before the last defects date is limited to: The total of the Prices

88.4 The Supplier’s total liability to the Purchaser, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to The total of the Prices

88.5 The end of liability date is 1 (one) year after Delivery of the whole of the goods and services.

9 Termination and dispute resolution

94.2(3) The Adjudicator nominating body is: the Chairman of The Association of Arbitrators (Southern Africa)

94.4(2) The tribunal is: Arbitration

94.4(5) The arbitration procedure is the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).

94.4(5) The place where arbitration is to be held is Durban, 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 for the time being or his nominee of the Association of Arbitrators (Southern Africa).
### 10 Data for Option clauses

<table>
<thead>
<tr>
<th>X2</th>
<th>Changes in the law</th>
</tr>
</thead>
<tbody>
<tr>
<td>X2.1</td>
<td>A change in the law of South Africa is a compensation event if it occurs after the Contract Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>X7</th>
<th>Delay damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>X7.1</td>
<td>Delay damages for Delivery are R 2,000.00 per day</td>
</tr>
</tbody>
</table>

#### Z Additional conditions of contract

- The *additional conditions of contract* are:

#### Z1 Obligations in respect of Joint Venture Agreements
Z1.1 Insert the additional core clause 27.5

**27.5.** In the instance that the Supplier is a joint venture, the Supplier shall provide the Purchaser 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 executandii of each of the constituents and of the Joint Venture;
- The constituents’ 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 liability to the Purchaser to Provide the Works;
  ii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the Supplier’s representative;
  iii. Identification of the roles and responsibilities of the constituents to provide the Works.

- Financial requirements for the Joint Venture:
  
  i. 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;
  ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z1.2 Insert additional core clause 27.6

**27.6.** The Supplier shall not alter its composition or legal status of the Joint Venture without the prior approval of the Purchaser.
### Z2 Additional obligations in respect of Termination

**Z2.1**

The following will be included under core clause 91.1:

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

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

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

**Z2.2** Termination Table

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

Amend “A reason other than R1 – R21” to “A reason other than R1 – R23”

**Z2.3**

Amend “R1 – R15 or R18” to “R1 – R15, R18, R22 or R23.”

### Z3 Right Reserved by Transnet to Conduct Vetting through SSA

**Z3.1**

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

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

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

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

### Z4 Additional Clause Relating to Collusion in the Construction Industry
The contract award is made without prejudice to any rights the Purchaser may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
C1.2 Contract Data

Part two - Data provided by the Supplier

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (December 2009 with amendments dated April 2013) and the relevant parts of its Guidance Notes (SC3-GN)\(^1\) in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The <em>Supplier</em> is (Name):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>11.2(8)</td>
<td>The Goods Information for the <em>Supplier’s</em> design is in:</td>
<td></td>
</tr>
<tr>
<td>11.2(11)</td>
<td>The tendered total of the Prices is <strong>R</strong> (in words)</td>
<td></td>
</tr>
<tr>
<td>11.2(12)</td>
<td>The <em>price schedule</em> is in:</td>
<td><strong>Part C2</strong></td>
</tr>
<tr>
<td>11.2(14)</td>
<td>The following matters will be included in the Risk Register</td>
<td></td>
</tr>
<tr>
<td>25.2</td>
<td>The restrictions to access for the <em>Supply Manager</em> and Others to work being done for this contract are</td>
<td></td>
</tr>
<tr>
<td>63.2</td>
<td>The <em>percentage for overheads and profit</em> added to the Defined Cost is <strong>%</strong></td>
<td></td>
</tr>
</tbody>
</table>
PART C2: PRICING DATA

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2.1</td>
<td>Pricing instructions: Option A (Including This Page)</td>
<td>3</td>
</tr>
<tr>
<td>C2.2</td>
<td>Activity Schedule</td>
<td>2</td>
</tr>
</tbody>
</table>
C2.1 Pricing instructions: Option A

1.1 The conditions of contract

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

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

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

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

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

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

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

The Activity Schedule

54

54.1 Information on the activity Schedule is not Works Information or Site Information

54.2 If the Contractor changes a planned method of working at his discretion so that the activities on the Activity Schedule do not relate to the operations on the Accepted Programme, he submits a revision of the Activity Schedule to the Project Manager for acceptance.

54.3 A reason for not accepting a revision Activity Schedule is that:

- It does not comply with the Accepted Programme,
- Any changed prices are not reasonably distributed between the activities or
- The Total of the Prices changed
1.3 **Measurement and Payment**

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

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

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

1.3.4 The *Supplier's* detailed activity schedule summates back to the activity schedule provided by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.
The details given below serve as guidelines only and the Supplier may split or combine the activities to suit his particular methods.

### C2.2 Activity Schedule

<table>
<thead>
<tr>
<th>Activity No.</th>
<th>Activity</th>
<th>Price of each activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART B - SUBSTATION TEST EQUIPMENT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>General Requirements</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Site Establishment</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Submission of Health &amp; Safety File</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>OHS Monitoring and Monthly Audits</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Supply and delivery of tests equipment</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Supply and Delivery Protection relays (OCEF, Transformer differential relay tests etc.) and Transformer test kit/ equipment and its associated test leads</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Supply and deliver primary and secondary relay tests sets and its associated tests leads</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Supply and Deliver Circuit breaker testing kit/ equipment and its associated test leads</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Supply and deliver the contact resistance test kit/ equipment and its associated test leads</td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Supply and delivery VLF Insulation Test kit/ equipment and its associated test leads</td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Supply and Deliver CT and VT Analyser test kit/ equipment and its associated test leads</td>
<td></td>
</tr>
<tr>
<td>2.7</td>
<td>Supply and Deliver Battery Impedance Testing kit/ equipment and its associated test leads</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Equipment user manuals and brochures</td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Supply and deliver all equipment user manuals and brochures (hard copy and soft copies) and associated equipment soft bags</td>
<td></td>
</tr>
</tbody>
</table>
### 4 Training

Train the end user on how to use all test equipment listed in item 2.1 to 2.7

### 5 Compliance

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.1</td>
<td>Project Management and Coordination</td>
</tr>
<tr>
<td>22.2</td>
<td>Health, Safety &amp; Security Compliance</td>
</tr>
<tr>
<td>22.3</td>
<td>Quality Compliance</td>
</tr>
<tr>
<td>22.4</td>
<td>Environmental Compliance</td>
</tr>
<tr>
<td>22.5</td>
<td>Disbursements</td>
</tr>
<tr>
<td>22.6</td>
<td>Contractual requirement</td>
</tr>
</tbody>
</table>

**Total of the Prices to be carried over to the Form of Offer and Acceptance (Excluding 15% VAT)**

*This activity schedule is based on the initial scope of work as agreed on. Scope and timelines for deliverables may be modified due to changes in circumstances, with written consent required from both parties.*
PART 3: SCOPE OF WORK

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>This cover page</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>C3.1 Purchaser's Goods Information</td>
<td></td>
<td>14</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total number of pages</td>
<td></td>
<td>15</td>
</tr>
</tbody>
</table>
C3.1: PURCHASER’S GOODS INFORMATION

Contents

Part 3: Scope of Work ................................................................................................. 1

C3.1: purchaser’s goods information ....................................................................... 2

1 Overview of the goods and services .................................................................... 3

1.1 Executive overview ........................................................................................... 3

2 Specifications of the goods and services ............................................................... 3

3 Management and start up ..................................................................................... 8

3.1 Safety risk management .................................................................................... 8

3.1.1 Health and Safety Standard .......................................................................... 8

3.1.2 Supplier’s General Requirements for Health and Safety ............................... 8

3.2 Environmental constraints and management .................................................... 8

3.3 Quality Assurance Requirements ...................................................................... 9

3.4 Programming Constraints ................................................................................ 9

3.5 Insurance provided by the Purchaser ............................................................... 9

3.6 Contract change management ........................................................................... 9

3.7 Provision of bonds and guarantees .................................................................... 9

3.8 Records of Defined Cost, payments & assessments of compensation events kept by Supplier ................................................................. 9

3.9 Procurement .................................................................................................... 9

3.9.1 Code of Conduct .......................................................................................... 10

3.9.2 The Supplier’s Invoices ............................................................................. 11

3.9.3 Subcontracting ............................................................................................ 12

3.9.4 Marking the goods if payment is made before supply ................................... 13

3.9.5 Constraints at the Delivery Place ............................................................... 13

3.10 Work to be done at the Delivery Place by the Delivery Date .......................... 14

3.11 Access given by the Purchaser for correction of Defects ................................. 14

3.12 Annexures .................................................................................................... 15
1 Overview of the goods and services

1.1 Executive overview

Transnet National Port Authority (TNPA) in Richards Bay has a number of medium voltage (MV) substations. One is an outdoor substation rated at 132/11 kV and twelve (12) others rated at 11/0.4 kV. This substation as per the industry norm has protection and switchgears installed, i.e.; current transformers, voltage transformers, MV & LV panels, batteries, relays etc.

TNPA needs to perform necessary substation tests under both normal and abnormal conditions regularly on all their electrical equipment as per the industry norm to ensure reliability, compliance, durability and also reduce/ eliminate unnecessary downtime and costs. With the aforementioned information, it is therefore essential for TNPA to own the high quality, reliable, compliant and most importantly the latest technology substation test equipment.

2 Specifications of the goods and services

The scope of work carried out by the Contractor/supplier shall include, but is not limited to, the following:

1. Supply and Deliver Protection Relays and MV transformer test kit/ equipment
2. Supply and Deliver Secondary and Primary injection relay test kit/ equipment
3. Supply and Deliver Contact Resistance testing kit/ equipment
4. Supply and Deliver MV Circuit Breaker testing kit/ equipment
5. Supply and Deliver VLF testing kit/ equipment
6. Supply and Deliver CT/VT test kit/ equipment
7. Supply and Deliver Battery Impedance test kit/ equipment

- All the above listed equipment must be supplied and delivered with all accessories (i.e. test leads, any software package etc.)
- Supply and deliver the manuals (i.e. user guides and brochures) of all the test equipment. The manuals must be in both hard copies and stored in CD.
- Facilitate training for the end user’s electrical maintenance team and electrical network operators on how to use each of the substation test equipment.

The test equipment listed above shall have functionalities to perform the following minimum tests:

- Potential transformer (CT’s and VT’s) tests i.e. - polarity checks, ratio checks and phasing checks and metering protection tests etc.
- Circuit breaker tests i.e. - circuit breaker tripping time analyses etc.
The supply and delivery of substation test equipment in the Port of Richards Bay

- Battery tests i.e. - impedance tests, battery discharge tests and battery ground fault locators type tests etc.
- Transformer test kit/equipment i.e. – turns ration tests, tan delta tests, impedance testing etc.
- Protection relays test i.e. – secondary injection tests. The protection test equipment shall have the functionality to perform tests for all types of relay protection including but not limited to:
  - Current and earth fault relays.
  - Differential protection relays.
  - Pilot wire relays.
  - Directional relays.
  - Bus-bar Protection relays.
  - 132/11kV Transformer protection.
  - 132kV Bus-zone Control Panel.
  - 132kV Metering Panel.
  - 11kV Metering Panel.

In cases where the supplier/tenderer has an equipment that can perform 2 or more functions in 1, the tenderer shall then clearly specify and also submit supporting equipment documentations (i.e. technical specifications and brochures). The tenderer shall also indicate clearly on the pricing data documents.

Over and above these tests listed above, the supplied electrical equipment shall have as a minimum the following critical specifications:

### Protection relays and MV transformer test set

<table>
<thead>
<tr>
<th>Item No</th>
<th>Requirement</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Input power</td>
<td>90-240V AC @ 50Hz</td>
</tr>
<tr>
<td>2</td>
<td>Frequency range</td>
<td>0.001 to 1kHz or more, DC</td>
</tr>
<tr>
<td>3</td>
<td>Frequency resolution</td>
<td>0.01Hz</td>
</tr>
<tr>
<td>4</td>
<td>AC Current Amplitude:</td>
<td>30A, 60A AC RMS or more</td>
</tr>
<tr>
<td></td>
<td>- Ranges:</td>
<td>0.1%</td>
</tr>
<tr>
<td></td>
<td>- Reading accuracy</td>
<td>0.1</td>
</tr>
<tr>
<td></td>
<td>- Resolution</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>AC voltage Amplitude:</td>
<td>30V, 150V and 300V AC RMS or more</td>
</tr>
<tr>
<td></td>
<td>- Ranges:</td>
<td>0.1%</td>
</tr>
<tr>
<td></td>
<td>- Reading accuracy</td>
<td>0.1</td>
</tr>
<tr>
<td></td>
<td>- Resolution</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Power per AC output voltage range</td>
<td>150VA for all ranges</td>
</tr>
<tr>
<td>7</td>
<td>Equipment protection</td>
<td>Voltage outputs- short circuit protection Current outputs open circuit and overloads</td>
</tr>
<tr>
<td>11</td>
<td>Environmental temp:</td>
<td>0°C to above 45°C</td>
</tr>
<tr>
<td></td>
<td>- Operating</td>
<td>-20°C to above 60°C</td>
</tr>
<tr>
<td></td>
<td>- Storage</td>
<td>5% to 95%</td>
</tr>
<tr>
<td></td>
<td>- Humidity</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Weight</td>
<td>Less than 35kg</td>
</tr>
</tbody>
</table>
**Secondary and Primary injection relay test set**

<table>
<thead>
<tr>
<th>Item No</th>
<th>Requirement</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mains input</td>
<td>100-240 V AC @50Hz</td>
</tr>
<tr>
<td>2</td>
<td>Power consumption</td>
<td>Worst case of 2500VA</td>
</tr>
<tr>
<td>3</td>
<td>Max continuous current</td>
<td>100A or greater at max test time</td>
</tr>
<tr>
<td>4</td>
<td>Voltage measurements (AC &amp; DC) and inaccuracies:</td>
<td>• 0-1V @ +/-2% worst case</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 0-10V @ +/-2% worst case</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 0-100V @ +/-2% worst case</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 0-900V @ +/-2% worst case</td>
</tr>
<tr>
<td>5</td>
<td>Voltage resolution</td>
<td>1mV</td>
</tr>
<tr>
<td>6</td>
<td>Current measurements (AC &amp; DC) and inaccuracies</td>
<td>• 0—200mA @ +/-2% worst case</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 0-1.5A @ +/-2% worst case</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 0-10A @ +/-2% worst case</td>
</tr>
<tr>
<td>7</td>
<td>Current resolution</td>
<td>1mA</td>
</tr>
<tr>
<td>8</td>
<td>Frequency range</td>
<td>10Hz to 600Hz or more</td>
</tr>
<tr>
<td>9</td>
<td>Frequency inaccuracies</td>
<td>Less than 0.1%</td>
</tr>
<tr>
<td>10</td>
<td>Frequency resolution</td>
<td>Less than 10mHz</td>
</tr>
<tr>
<td>11</td>
<td>Environmental temp:</td>
<td>• 0°C to above 45°C</td>
</tr>
<tr>
<td></td>
<td>• Operating</td>
<td>• -40°C to above 60°C</td>
</tr>
<tr>
<td></td>
<td>• Storage</td>
<td>• 5% to 95%</td>
</tr>
<tr>
<td></td>
<td>• Humidity</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Weight</td>
<td>Less than 35kg</td>
</tr>
<tr>
<td>Item No</td>
<td>Requirement</td>
<td>Specification</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td><strong>External Inputs:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Open circuit voltage</td>
<td>30V DC</td>
</tr>
<tr>
<td></td>
<td>• Short circuit current</td>
<td>10-40mA</td>
</tr>
<tr>
<td></td>
<td>• Threshold level</td>
<td>1-2kΩ</td>
</tr>
<tr>
<td>2</td>
<td><strong>External outputs:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DC output</td>
<td>12V</td>
</tr>
<tr>
<td></td>
<td>Resistive switching current</td>
<td>Less than 750mA</td>
</tr>
<tr>
<td>3</td>
<td>Mains input</td>
<td>100-240V AC, 50Hz</td>
</tr>
<tr>
<td></td>
<td></td>
<td>125-340V DC</td>
</tr>
<tr>
<td>4</td>
<td><strong>Timing:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Min resolution</td>
<td>At least 0.05ms</td>
</tr>
<tr>
<td></td>
<td>Max sample rate</td>
<td>40kHz</td>
</tr>
<tr>
<td></td>
<td>Measurement &amp; sample rate</td>
<td>Min of 200s at 20kHz</td>
</tr>
<tr>
<td></td>
<td>Time base inaccuracy</td>
<td>+/- 0.05%</td>
</tr>
<tr>
<td>5</td>
<td><strong>External current measurement (control section):</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Max input</td>
<td>+/- 1V</td>
</tr>
<tr>
<td></td>
<td>• Range</td>
<td>+/- 80mA/-schema</td>
</tr>
<tr>
<td></td>
<td>• Scaling</td>
<td>100A/1V</td>
</tr>
<tr>
<td>6</td>
<td><strong>Voltage measurement (control section):</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• DC range</td>
<td>0.350V</td>
</tr>
<tr>
<td></td>
<td>• AC range</td>
<td>0.240V</td>
</tr>
<tr>
<td></td>
<td>• Resolution</td>
<td>12mV</td>
</tr>
<tr>
<td></td>
<td>• Inaccuracy</td>
<td>+/- 2%</td>
</tr>
<tr>
<td>7</td>
<td><strong>Voltage measurement (analog section)</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Measurement range</td>
<td>0-250V AC and 0-350V DC</td>
</tr>
<tr>
<td></td>
<td>• Input voltage range</td>
<td>+10V, +/- 400V</td>
</tr>
<tr>
<td></td>
<td>• Resolution</td>
<td>16 bits</td>
</tr>
<tr>
<td>8</td>
<td><strong>Current measurement (analog section):</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Measurement range</td>
<td>+/- 22mA</td>
</tr>
<tr>
<td></td>
<td>• Resolution</td>
<td>16 bits</td>
</tr>
<tr>
<td></td>
<td>• Inaccuracy</td>
<td>+/- 2%</td>
</tr>
<tr>
<td>9</td>
<td><strong>Environment:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Operating temp</td>
<td>Minimum -20°C to 45°C</td>
</tr>
<tr>
<td></td>
<td>• Storage temp</td>
<td>Minimum -40°C to 55°C</td>
</tr>
<tr>
<td></td>
<td>• Humidity</td>
<td>Minimum 5°C to -95°C</td>
</tr>
<tr>
<td>10</td>
<td><strong>Communication interfaces</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• USB, and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Ethernet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• On screen keyboard</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Software package</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td><strong>Weight</strong></td>
<td>Less than 30kg</td>
</tr>
</tbody>
</table>

**Contact resistance tester**
## VLF Insulation Test Set

<table>
<thead>
<tr>
<th>Item No</th>
<th>Requirement</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>VLF test voltage</td>
<td>0V to 34kV or greater</td>
</tr>
<tr>
<td>2</td>
<td>Frequency</td>
<td>0.01 to 0.1Hz</td>
</tr>
<tr>
<td>3</td>
<td>Testing cable capacitance</td>
<td>0.6μF @ 0.1Hz, and 5.0μF @ 0.01Hz</td>
</tr>
<tr>
<td>4</td>
<td>Testing waveform</td>
<td>Sine</td>
</tr>
<tr>
<td>5</td>
<td>DC test voltage</td>
<td>0 to 34kV or greater</td>
</tr>
<tr>
<td>6</td>
<td>Sheath testing</td>
<td>0 to 10kV</td>
</tr>
<tr>
<td>7</td>
<td>Pulse rate</td>
<td>1:3/1:4</td>
</tr>
<tr>
<td>8</td>
<td>Output current</td>
<td>0 to 14mA</td>
</tr>
<tr>
<td>9</td>
<td>Weight</td>
<td>Less than 60kg</td>
</tr>
</tbody>
</table>

## CT and VT Test Set

<table>
<thead>
<tr>
<th>Item No</th>
<th>Requirement</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Voltage output range</td>
<td>A minimum of 3 step/ranges from 0-2000V AC or greater</td>
</tr>
<tr>
<td>2</td>
<td>Current output range</td>
<td>A minimum of 3 step/ranges from 0-800A AC or greater</td>
</tr>
<tr>
<td>3</td>
<td>Frequency</td>
<td>• 5- to at least 500Hz for insulation testing</td>
</tr>
<tr>
<td>4</td>
<td>Accuracy</td>
<td>For all measurements, the error must not be greater than 1%</td>
</tr>
<tr>
<td>5</td>
<td>Equipment protection</td>
<td>Fuse protected</td>
</tr>
<tr>
<td>6</td>
<td>Environment:</td>
<td>• Minimum -20°C to 45°C</td>
</tr>
<tr>
<td></td>
<td>• Operating temp</td>
<td>• Minimum -40°C to 55°C</td>
</tr>
<tr>
<td></td>
<td>• Storage temp</td>
<td>• Minimum 5°C to -95°C</td>
</tr>
<tr>
<td></td>
<td>• Humidity</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Power Consumption</td>
<td>Less than 7000 VA</td>
</tr>
<tr>
<td>8</td>
<td>Weight</td>
<td>Less than 30kg</td>
</tr>
</tbody>
</table>
### 3 Management and start up

#### 3.1 Safety risk management

##### 3.1.1 Health and Safety Standard

The *Supplier* shall comply with the requirements of the Transnet Capital Projects HAS-SP-01 Project Site Specific Health and Safety Specification and TCP Health & Safety Guidelines HAS-GL-0001.

##### 3.1.2 Supplier’s General Requirements for Health and Safety

The *Supplier* is solely responsible for manufacturing and supplying the goods and services under the Contract having the highest regard for the health and safety of its employees, Transnet’s employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the *Supplier* carrying out its obligations under this Contract.

The *Supplier* must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements.

The *Supplier* must comply and is responsible for ensuring that all of its Sub-Suppliers comply with the relevant legislation(s) and statutory regulations for health and safety, the Transnet Health and Safety requirements included in the Contract and other document pertaining to health & safety contained in the Programme Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions.

#### 3.2 Environmental constraints and management

In providing any *Services* on site, the *Supplier* will be required to follow the CEMP as outlined by the *Purchaser* or their *Contractor* which will be receiving the *goods*.

<table>
<thead>
<tr>
<th>Item No</th>
<th>Requirement / performance specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ability to determine health of Lead Acid cells and NiCad batteries</td>
</tr>
<tr>
<td>2</td>
<td>Measure float and ripple currents</td>
</tr>
<tr>
<td>3</td>
<td>Have built in spectrum analyser</td>
</tr>
<tr>
<td>4</td>
<td>On-board display screen</td>
</tr>
<tr>
<td>5</td>
<td>Test parallel strings without sectionalizing</td>
</tr>
<tr>
<td>6</td>
<td>Measure battery chemistry for early determination of aging</td>
</tr>
<tr>
<td>7</td>
<td>Have measurements inaccuracy of +/- 2%</td>
</tr>
</tbody>
</table>
The Supplier shall ensure that his management, foremen and the general workforce, as well as all Suppliers and visitors to Site have attended the Induction Programme prior to commencing any work on Site.

The Supplier shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc.) required by the CEMP before they arrive at Site and off load any Materials.

### 3.3 Quality Assurance Requirements

The Supplier shall provide equipment certificates for all equipment supplied under this contract, in addition test certificates for all lifting and rigging equipment which is part of the gravity take up unit shall be provided.

The Supplier shall have, maintain and demonstrate its use to the Supply Manager (and/or the Supervisor as appropriate) the documented Quality Management System to be used in the manufacture of the goods.

The Supplier complies with the requirements of QAL-STD-0001 Quality Requirements for Contractors and Suppliers contained in Annexure 8.

### 3.4 Programming Constraints

The Supplier presents his first programme and all subsequently revised programmes in hard copy format printed in full colour in A3 size and in soft copy ‘Native’ format with activity layout files (Note that PDF soft copy versions are not acceptable). Within seven days of award of contract, the Supplier submits his Level 4 Programme to the Supply Manager for acceptance, together with the associated works method statements and a supporting Basis of Schedule document.

### 3.5 Insurance provided by the Purchaser

Insurance provided by the Purchaser is contained in the Contract Data – Part 1.

### 3.6 Contract change management

No additional requirements apply to ECC Clause 60 series.

### 3.7 Provision of bonds and guarantees

No bonds required for this contract.

### 3.8 Records of Defined Cost, payments & assessments of compensation events kept by Supplier

The Supplier keeps the following records available for the Supply Manager to inspect:

- Records of suppliers location of work (if appropriate); and

### 3.9 Procurement
3.9.1 Code of Conduct

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

- The Transnet Procurement Procedures Manual (PPM);
- 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 (B-BBEE); and
- The Anti-Corruption Act.

This code of conduct has been included in this contract to formally apprise 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 will not participate in corrupt practices and therefore 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, 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 decision stakeholders 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 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.
   - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)

3. Transnet's relationship with suppliers requires us to clearly define requirements, 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, B-BBEE status, etc.);
     - Corrupt activities listed above; and
     - Harassment, intimidation or other aggressive actions towards Transnet employees.
   - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straightforward manner.
   - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

4. 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.
   - Doing business with family members
   - Having a financial interest in another company in our industry

3.9.2 The Supplier’s Invoices
Within one week of receiving a payment certificate from the Supply Manager in terms of core clause 51.1, the Supplier provides the Purchaser with a tax invoice showing the amount due for payment equal to that stated in the Supply Manager’s certificate.

The Supplier shall address the tax invoice to Purchaser and include on each invoice the following information:

- Invoice addressed to Transnet SOC Ltd;
- Transnet SOC Limited’s VAT No: 4720103177;
- Invoice number;
- The Supplier’s VAT Number; and
- The Contract number: 4127850.S001

The invoice contains the supporting detail, which shall include a statement of the contract account, indicating invoices, dates, debit/credit notes, and payments.

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

Invoices submitted by post are addressed to:

Transnet SOC Ltd

P O Box 425

Richards Bay

3900

For the attention of The Contract Administrator, Transnet Capital Projects

Invoices submitted by hand are presented to:

Transnet Capital Projects

Lakeview Terrace Absa Building

Richards Bay

3900

For the attention of The Contract Administrator, Transnet Capital Projects

The invoice is presented as an original.

3.9.3 Subcontracting
3.9.3.1 Preferred subcontractors

There are no preferred sub-contractors.

3.9.3.2 Limitations on subcontracting

The Supplier may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the Supplier, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

3.9.4 Marking the goods if payment is made before supply

The Supplier prepares and marks the goods if payment is made before supply with ‘Property of Transnet SOC Ltd’ and the Contract number.

Goods are to be clearly and indelibly marked using hard stamping, or security tags. The Supplier provides designated areas sealed off from the rest of the manufacturer’s production run in which to store goods that are complete and awaiting delivery to site.

3.9.5 Constraints at the Delivery Place

3.9.5.1 Purchaser’s entry and security control, permits, and site regulations

Entry to the Port of Richards Bay is via security controlled gates on the east and west boundaries only. All personnel entering and leaving the Port must have positive identification. All personnel, other than temporary visitors, should be provided with Transnet identity cards, which must be worn visibly at all times. A person working only for a short period or very few times during a year will not be issued with a Transnet identity card.

No identity cards will be issued until the Supplier has been appointed and the contract has been registered with Transnet

Identity cards are issued by Transnet National Ports Authority (TNPA) Customer Services, Bayvue Centre, Port of Richards Bay, during normal working hours on weekdays only. The following items must be furnished with each application for an identity card:

- A letter on the Supplier’s company letter head stating the applicant’s full names, ID number, reason for requesting the ID card, area in TPT that he/she will be working, a summary of the work to be done and the start and end date of the contract;
- A letter of confirmation on a TCP letterhead signed by the TCP Supply Manager overseeing the contract with the Supplier / contracting company;
- A letter signed by the TPT Security Manager (or delegated person) after perusing the above documentation, confirming the request for an ID card.
- A completed application form (available from TNPA Customer Services)
- Positive identification of the applicant (green bar-coded RSA ID or drivers licence)
Temporary Access Permits, valid on the day of issue only, are obtainable for the TNPA Permit Office situated outside the west entrance to the Port of Richards Bay. The following items must be furnished with each application for a Temporary Access Permit:

- A letter on the **Supplier**'s company letter head stating the applicant’s full names, ID number, and reason for requesting the ID card and area in TPT that he/she will be working.
- A letter of confirmation on a TCP letterhead signed by the TCP **Supply Manager** overseeing the contract with the **Supplier**/contracting company;
- Positive identification of the applicant (green bar-coded RSA ID or drivers licence)

Special permits are required for all goods vehicles requiring admittance to the Port of Richards Bay. These are issued by the TNPA Permit Office situated outside the west entrance to the Port.

TNPA may levy a fee for issuing access permits at the **Supplier**’s cost.

Drugs, firearms and alcohol are prohibited at all times and may not be carried or used within the confines of the Port. All personnel entering the Port are subject to breathalyser tests. Only those persons whose test result is negative will be allowed to pass the entrance gate. Breathalyser tests are also conducted at other control points within the Port boundary.

3.9.5.2 **Customs**

The Site is situated within a customs controlled area and the **Supplier** and his people shall observe all Customs regulations within the port area.

3.9.5.3 **Equipment provided by the Purchaser**

No equipment will be provided by the **Purchaser**.

3.9.5.4 **Services and other facilities**

No services or other facilities will be provided by the **Purchaser**.

3.10 **Work to be done at the Delivery Place by the Delivery Date**

The **Supplier** shall unload the goods and move them to the erection **Contractor**’s lay down area.

3.11 **Access given by the Purchaser for correction of Defects**

The **Supplier** guarantees the **Goods** to be free from all latent defects.

A defect is any occurrence which prevents the **goods** from functioning or performing at its proven capacity.

The Defects Period commences from the date of hand-over of the completed and fully commissioned works. The **Supplier** remains in attendance, or is available on site within two hours of the notification of the defect (or with reasonable notice by agreement of the **Supply Manager**), to attend to any defects in the **goods** that become manifest during this period.

All costs of remedial works, including materials, services and labour, are for the **Supplier**’s account.
3.12 Annexures

Annexure 1 - Supplier Documentation Submittal Requirements (DOC-STD-0001)

Annexure 2 - Supplier Documentation Schedule (CDS)

Annexure 3 - TCP SHEQ policy

Annexure 4 - Project Health and Safety Specification (TCP-HAS-SP-0001)

Annexure 5 - Construction Health and Safety Baseline Risk Assessment

Annexure 6 - Construction Environmental Management Plan (ENV-STD-001-Rev02)

Annexure 7 - Standard Environmental Specifications (ENV-STD-002-rev02)

Annexure 8 - General Quality Requirements for Contractors and Suppliers (QAL-STD-0001)

Annexure 9 - General Authorisation

Annexure 10 - Schedule Control (PRS-P-004)

Annexure 11 - Purchaser’s Programme