Transnet Engineering

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AIR-CONDITIONING UNITS ACROSS VARIOUS TRANSNET ENGINEERING PLANT (CAPE-CORRIDO, CONTAINER CORRIDO, KOEDOESPOORT, NORTHEAST CORRIDO, IRON ORE CORRIDO AND DURBAN PLANT) FOR A PERIOD OF SIX (6) MONTHS

RFP NUMBER	**: TE/2026/08/3289/9834/RFP**
ISSUE DATE	**: 25 NOVEMBER 2026**
CLOSING DATE	**: 29 JANUARY 2027**
COMPULSORY CLARIFICATION MEETING (MS TEAMS)	**: 03 DECEMBER 2026 (10AM)**
CLOSING TIME	**: 15h00**
TENDER VALIDITY PERIOD	**: 12 weeks from closing date**

Contents

Number **Heading**

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	**FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AIR-CONDITIONING UNITS ACROSS VARIOUS TRANSNET ENGINEERING PLANT (CAPE-CORRIDO, CONTAINER CORRIDO, KOEDOESPOORT, NORTHEAST CORRIDO, IRON ORE CORRIDO AND DURBAN PLANT) FOR A PERIOD OF SIX (6) MONTHS**
TENDER DOWNLOADING	**This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.**

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted via **Microsoft Teams** on Thursday, 03 December 2026, at 10:00am [10 O'clock] for a period of ± 2 (two hours) The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. **Microsoft Teams meeting** **Join:** https://teams.microsoft.com/meet/3270138642788000?p=linYwhAEGkdJtNE4Qn Meeting ID: 327 013 864 278 800 0 Passcode: ng7D3BB2 Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-02** 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 T2.2-02 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.

A Non-Compulsory Site visit/walk will take place from the 07th December 2026 to the 14th of December 2026, tenderers are to note:

- Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.
- Tenderers without the recommended PPE will not be allowed on the site walk.
- Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.
- All forms of firearms are prohibited on Transnet properties and premises.
- The relevant persons attending the site walk must ensure that their identity documents, passports or drivers licenses are on them for inspection at the access control gates.
- All site walks will start at 9am

DATE	REGION / BUSINESS	SITE(S)	LOCATIONS	UNIT REQUIREMENT	QTY
07/12/2026	Cape Corridor	Loco Maint Depot, Beaconsfield, Kimberley	19 A Voortrekker Rd Oliver Road, Beaconsfield Landbou Weg, Alex Yard	18,000 BTU split units	3
08/12/2026	Ore Corridor	Saldanha and Sishen	Orex Road, Saldanha Sishen, (near Kathu)	18,000 BTU split units	9
09/12/2026	Koedoespoort Main Plant	Koedoespoort	Corner of Lynette Street and Koedoespoort Road	1 x 9,000; 1 x 12,000; 2 x 18,000 BTU split units	4
10/12/2026	Northeast Corridor	Komatipoort	No.1 Bonkenburg Street	12,000 BTU inverter split units	2
11/12/2026	Durban Main Centre and surroundings	As detailed in Annexure B	311 Solomon Mahlangu Drive, Bayhead / Rossburgh, Durban	9,000 / 12,000 / 48,000 BTU split and under-ceiling units	83
14/12/2026	Container Corridor	Masons Mills, Bay Head, ELD and Wentworth	100 Moses Mabhida Rd 3 Crane Road 152 Eel Road Bayhead 395 Solomon Mahlangu	12,000 BTU split units	7

CLOSING DATE

15:00 PM on 29 January 2027

Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

COMMUNICATION	Specific clarification queries relating to this RFP before the closing date of the RFP should be submitted to: **Vuyiswa.Sedutla@transnet.net** before 16:00pm on **18 January 2027** in the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders. Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing groupscmcomplaints@transnet.net. Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion. It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

2. TENDER SUBMISSION

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

a) The Transnet e-Tender Submission Portal can be accessed as follows:
Log on to the Transnet eTenders management platform website (https://transnetetenders.azurewebsites.net);

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

challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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

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

4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

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

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

4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;

4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on **T2.2-16,** [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number…… and Unique registration reference number……(Tender Data)

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

T1.2 TENDER DATA

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

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

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

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

Clause		**Data**
C.1.1	The *Employer* is	**Transnet SOC Ltd** **(Reg No. 1990/000900/30)**
C.1.2	The tender documents issued by the *Employer* comprise:	
	Part T: The Tender	

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

Part C: The contract

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance
	C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions
	C2.2 Activity Schedule
Part C3: Scope of work	C3.1 Works Information

C.1.4	The Employer's agent is:	Procurement
	Name:	Vuyiswa Sedutla
	Address:	Koedoespoort
	Tel No.	012 391 1518
	E – mail	Vuyiswa.Sedutla@transnet.net

Only those tenderers who satisfy the following eligibility criteria are eligible to submit

tenders:

C.2.1 MANDATORY REQUIREMENTS

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

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

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

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

b) Joint Venture (JV)

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

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

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

2..1.3 Eligibility in terms of Mandatory Certification and Accreditation

No.	Mandatory requirement	Documents to be submitted
M1	Refrigeration gas practitioner	Valid SAQCC Gas / SARACCA Category B Refrigeration Practitioner Registration Certificate,
M2	Installation electrician competency	Trade qualification, applicable registration or authorisation, and signed availability confirmation for the named legally authorised electrical person who will supervise, test and certify the electrical installation work. Trade test certificate; applicable wireman's licence/registration;
M3	Completed compliance matrix	Completed and signed Compliance to Specification Matrix in Annexure D. Every specification clause and schedule requirement must be answered Comply Do Not Comply. An incomplete or unsupported Annexure D will render the tender technically non-responsive.

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

1. **Stage Three - Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **85 points**.

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

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

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
1	**Project-Specific Methodology, Quality and Test Control Specification link: Clauses 2.1 to 5, installation, electrical and refrigeration testing, commissioning and close-out requirements.**	**20**	No methodology submitted, or the submission is generic and unrelated to the air-conditioning scope. = 0 Points	**0**	Submit a project-specific method statement, responsibility matrix, quality plan, preliminary inspection and test plan, risk register, technical submittal process and sample records. The submission must address site verification, equipment selection, deliveries, installation, electrical work, pipework, refrigerant handling and recovery, pressure and leak testing, evacuation, functional testing, commissioning, CoCs, training, warranties, as-builts, snag closure and handover.
			Methodology addresses supply and installation but omits several material controls, interfaces, tests or acceptance records. = 05 Points	**5**	
			Project-specific methodology covers site verification, procurement, installation, electrical and refrigeration testing, commissioning and handover with usable controls. = 10Points	**10**	
			Comprehensive, measurable and site-specific methodology covers all workstreams, interfaces, responsibilities, hold points, inspection and test records, refrigerant recovery, electrical CoC, environmental controls, training and close-out. = 20 Points	**20**	
2	**Technical Proposal, Equipment Selection and System Compatibility Specification link: Sections 2 and 3, equipment schedules and Annexure D; capacity, type, power supply, refrigerant, efficiency, sound, corrosion protection,**	**20**	No technical proposal or equipment selection schedule is submitted, or the proposed solution is materially non-compliant with the specification. = 0 Points	**0**	Submit a project-specific technical proposal and equipment selection schedule for every required unit or location. State the offered manufacturer, model, cooling and heating capacity where applicable, power supply, running current or input power, energy efficiency, refrigerant type and charge, sound levels, dimensions, corrosion protection, controls, condensate arrangement and associated accessories. Include OEM data sheets, selection outputs or calculations, interface details, proposed deviations and exact cross-references to Annexure D. Proposed equivalents must be demonstrated as
			A basic proposal and partial equipment schedule are submitted, but material selections, calculations, interfaces or compliance references are incomplete. = 8 Points	**8**	
			A complete proposal identifies the offered make and model for each scheduled unit and demonstrates compliant capacity, electrical supply, refrigerant, efficiency, sound, corrosion protection, controls and installation interfaces. = 14 Points	**14**	

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
	controls, condensate drainage and installation interfaces.		A comprehensive and fully coordinated technical proposal includes verified equipment selections, sizing or load basis, electrical demand, efficiency and sound data, refrigerant and environmental information, corrosion protection, controls compatibility, condensate disposal, installation details, deviations and exact Annexure D evidence references. = 20 Points	**20**	equal to or better than each specified requirement.
3	**Company Relevant Experience Specification link: Complete scope, Annexures A and B, multi-unit or multi-site HVAC supply, installation, testing, commissioning and close-out.**	**20**	No acceptable comparable completed project reference is submitted. = 0 Points	**0**	Submit signed client reference letters. Each project must identify the scope, quantities or capacities, bidder role, commencement and completion dates, project value or scale and verifiable referee details. Comparable experience must include supply, installation, electrical and refrigeration work, testing, commissioning and handover. *Transnet reserve the right to verify the information submitted including site visit and interviews of referees*
			One acceptable completed HVAC supply and installation project is verified. = 8 Points	**8**	
			Two acceptable completed multi-unit HVAC installation, testing and handover projects are verified. = 14 Points	**14**	
			Three or more comparable completed multi-site or industrial HVAC projects, including electrical work, refrigeration, commissioning and close-out, are verified. = 20 Points	**20**	
4	**Product Compliance, Support and Lifecycle Specification link: Sections 2 and 3 and Annexures A and B; capacity, type, electrical, refrigerant, corrosion protection, efficiency, warranty and support requirements.**	**20**	No usable product data is submitted, or the offered equipment does not meet mandatory technical requirements. = 0 Points	**0**	Submit OEM data sheets, equipment selection schedules, efficiency and sound data, refrigerant details, corrosion coating information, warranties, and a South African service and spares support plan. Proposed equivalents must include a clause-by-clause technical comparison and evidence demonstrating equal or better performance for every specified requirement.
			Basic product data is submitted, but selections, corrosion protection, warranty or support evidence is incomplete. = 8 Points	**8**	
			Compliant unit selections and warranties are submitted with evidence of South African service and spares support. = 14 Points	**14**	
			Complete clause-by-clause compliance, verified selections, efficiency and sound data, corrosion protection system, warranties, local spares availability and escalation support are demonstrated. = 20 Points	**20**	

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
5	**Programme and Multi-Site Resource Deployment Specification link: Site schedules, procurement, access, installation, testing, commissioning and handover milestones.**	**20**	No programme is submitted, or the programme does not show an overall sequence. = 0 Points	**0**	Submit a Gantt chart or equivalent programme showing each site or work package, durations, dependencies, critical milestones, procurement and submittal dates, resource loading, access and shutdown assumptions, long-lead equipment, installation, testing, commissioning, training, documentation and handover. The programme must align with the pricing schedule and proposed personnel allocation.
			A high-level programme is submitted with limited site sequencing, dependencies or resource information. = 5 Points	**5**	
			A detailed programme covers survey, procurement, installation, testing and handover, but provides limited resource loading or access planning. = 10 Points	**10**	
			A fully integrated and resource-loaded programme is aligned to the pricing schedule and shows site sequencing, access and shutdown assumptions, long-lead items, dependencies, testing and handover milestones. = 20 Points	**20**	
Total Weighting		**100 Points**			
Threshold		**85 Points**			

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

C.2.12 No alternative tender offers will be considered.

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

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

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:

Time: **15:00** on the **29 January 2027**

	Location: The Transnet e-Tender Submission Portal: (https://transnetetenders.azurewebsites.net); **NO LATE TENDERS WILL BE ACCEPTED**
C.2.16	The tender offer validity period is **12 weeks** calendar days after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:

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

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

C3.11 The minimum number of evaluation points for functionality is **85 Points**

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

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

Functionality Criteria

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

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

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

Scope of work on evaluation criteria

- T2.2-04 Project-Specific Methodology, Quality and Test Control
- T2.2.05 Technical Proposal, Equipment Selection and System Compatibility
- T2.2.06 Company Relevant Experience
- T2.2.07 Product Compliance, Support and Lifecycle
- T2.2.08 Programme and Multi-Site Resource Deployment

The scores of each of the evaluators will be averaged, weighted, and then totaled to obtain the final score for functionality, unless scored collectively.

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

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

(Please select the applicable statement and delete the other and delete this note).

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

Thresholds	Minimum Threshold
Technical / functionality	**85**

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

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

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

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

The maximum points for this bid are allocated as follows:

<table>
<tr><th>DESCRIPTION</th><th>POINTS</th></tr>
<tr><td>PRICE</td><td>80</td></tr>
<tr><td>SPECIFIC GOALS

<table>
<tr><th>Specific Goals</th><th>Number of Points allocated (80/20)</th></tr>
<tr><td>B-BBEE Level of contributor 1or Level 2</td><td>5</td></tr>
<tr><td>30% Black women owned entities</td><td>5</td></tr>
<tr><td>50% Black Youth Owned Entities</td><td>5</td></tr>
<tr><td>Local Content and Production at 60% on HVAC</td><td>5</td></tr>
<tr><td>Non-Compliant and/or B-BBEE Level 3-8 contributors</td><td>0</td></tr>
</table></td><td>20</td></tr>
<tr><td>Total points for Price and Specific Goals must not exceed</td><td>100</td></tr>
</table>

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are objective criteria which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:

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

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Local Content and production at 60% on HVAC	Respondents will be required to complete the below local content annexures in order for them to score points on Local Content: - ➢ SDB 6.2 Annexure B (to be completed in full) ➢ Annexure C (to be completed in full) ➢ Annexure D ➢ Annexure E

T2.1 List of Returnable Documents

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

T2.2-01 **Certificate of Attendance of the Site Briefing Meeting**

T2.2-02 **CIDB Grading Designation (3ME or Higher)**

T2.2.03 **Eligibility in terms of Mandatory Certification and Accreditation**

2.1.2 Technical Evaluation as per CIDB: these schedules will be utilised for evaluation purposes:

T2.2-04 Project-Specific Methodology, Quality and Test Control
T2.2.05 Technical Proposal, Equipment Selection and System Compatibility
T2.2.06 Company Relevant Experience
T2.2.07 Product Compliance, Support and Lifecycle
T2.2.08 Programme and Multi-Site Resource Deployment

2.1.3 Returnable Schedules:

General:

T2.2-09 Authority to submit tender
T2.2-10 Letter of Good Standing
T2.2-11 Record of addenda to tender documents
T2.2-12 Certificate of Acquaintance with Tender Document
Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

Agreement and Commitment by Tenderer:

T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
T2.2-14 Non-Disclosure Agreement
T2.2-15 Request for Proposal - Breach of Law
T2.2-16 RFP Declaration Form
T2.2-17 Supplier Code of Conduct
T2.2-18 Service Provider Integrity Pact

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-19 Insurance provided by the Contractor
T2.2-20 Supplier Declaration Form

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

2.3 C1.2 CONTRACT DATA

2.4 C1.3 FORMS OF SECURITIES

2.5 C2.1 PRICING INSTRUCTIONS

2.6 C2.2 ACTIVITY SCHEDULE

2.7 C3 WORKS INFORMATION (SCOPE OF WORKS)

2.8 C4 SITE INFORMATION

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

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Attendance of the above company at the meeting was confirmed:

Name ..... Signature .....

For and on Behalf of the *Employers Agent.*

Date .....

T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

3. Joint Venture (JV)

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

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

4. **the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;**
5. **and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.**

T2.2-03: Eligibility in terms of Mandatory Certification and Accreditation

No.	Mandatory requirement	Documents to be submitted
M1	Refrigeration gas practitioner	Valid SAQCC Gas / SARACCA Category B Refrigeration Practitioner Registration Certificate,
M2	Installation electrician competency	Trade qualification, applicable registration or authorisation, and signed availability confirmation for the named legally authorised electrical person who will supervise, test and certify the electrical installation work. Trade test certificate; applicable wireman's licence/registration;
M3	Completed compliance matrix	Completed and signed Compliance to Specification Matrix in Annexure D. Every specification clause and schedule requirement must be answered Comply Do Not Comply. An incomplete or unsupported Annexure D will render the tender technically non-responsive.

Functionality Criteria

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

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

T2.2-04: Project-Specific Methodology, Quality and Test Control

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
T2.2-04	**Project-Specific Methodology, Quality and Test Control Specification link: Clauses 2.1 to 5, installation, electrical and refrigeration testing, commissioning and close-out requirements.**	**20**	No methodology submitted, or the submission is generic and unrelated to the air-conditioning scope. = 0 Points	**0**	Submit a project-specific method statement, responsibility matrix, quality plan, preliminary inspection and test plan, risk register, technical submittal process and sample records. The submission must address site verification, equipment selection, deliveries, installation, electrical work, pipework, refrigerant handling and recovery, pressure and leak testing, evacuation, functional testing, commissioning, CoCs, training, warranties,
			Methodology addresses supply and installation but omits several material controls, interfaces, tests or acceptance records. = 05 Points	**5**	
			Project-specific methodology covers site verification, procurement, installation, electrical and refrigeration testing, commissioning and handover with usable controls. = 10Points	**10**	

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
			Comprehensive, measurable and site-specific methodology covers all workstreams, interfaces, responsibilities, hold points, inspection and test records, refrigerant recovery, electrical CoC, environmental controls, training and close-out. = 20 Points	**20**	as-builts, snag closure and handover.

Attached submissions to this schedule:

.....

.....

T2.2.05 Technical Proposal, Equipment Selection and System Compatibility

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
T2.2-05	**Technical Proposal, Equipment Selection and System Compatibility Specification link: Sections 2 and 3, equipment schedules and Annexure D; capacity, type, power supply, refrigerant, efficiency, sound, corrosion protection, controls, condensate drainage and installation interfaces.**	**20**	No technical proposal or equipment selection schedule is submitted, or the proposed solution is materially non-compliant with the specification. = 0 Points	**0**	Submit a project-specific technical proposal and equipment selection schedule for every required unit or location. State the offered manufacturer, model, cooling and heating capacity where applicable, power supply, running current or input power, energy efficiency, refrigerant type and charge, sound levels, dimensions, corrosion protection, controls, condensate arrangement and associated accessories. Include OEM data sheets, selection outputs or calculations, interface details, proposed deviations and exact cross-references to Annexure D. Proposed equivalents must be demonstrated as equal to or better than each specified requirement.
			A basic proposal and partial equipment schedule are submitted, but material selections, calculations, interfaces or compliance references are incomplete. = 8 Points	**8**	
			A complete proposal identifies the offered make and model for each scheduled unit and demonstrates compliant capacity, electrical supply, refrigerant, efficiency, sound, corrosion protection, controls and installation interfaces. = 14 Points	**14**	
			A comprehensive and fully coordinated technical proposal includes verified equipment selections, sizing or load basis, electrical demand, efficiency and sound data, refrigerant and environmental information, corrosion protection, controls compatibility, condensate disposal, installation details, deviations and exact Annexure D evidence references. = 20 Points	**20**	

T2.2.06 Company Relevant Experience

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
T2.2-06	**Company Relevant Experience Specification link: Complete scope, Annexures A and B, multi-unit or multi-site HVAC supply, installation, testing, commissioning and close-out.**	**20**	No acceptable comparable completed project reference is submitted. = 0 Points	**0**	Submit signed client reference letters. Each project must identify the scope, quantities or capacities, bidder role, commencement and completion dates, project value or scale and verifiable referee details. Comparable experience must include supply, installation, electrical and refrigeration work, testing, commissioning and handover. *Transnet reserve the right to verify the information submitted including site visit and interviews of referees*
			One acceptable completed HVAC supply and installation project is verified. = 8 Points	**8**	
			Two acceptable completed multi-unit HVAC installation, testing and handover projects are verified. = 14 Points	**14**	
			Three or more comparable completed multi-site or industrial HVAC projects, including electrical work, refrigeration, commissioning and close-out, are verified. = 20 Points	**20**	

T2.2.07 Product Compliance, Support and Lifecycle

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
T2.2-07	**Product Compliance, Support and Lifecycle Specification link: Sections 2 and 3 and Annexures A and B; capacity, type, electrical, refrigerant, corrosion protection, efficiency, warranty and support requirements.**	**20**	No usable product data is submitted, or the offered equipment does not meet mandatory technical requirements. = 0 Points	**0**	Submit OEM data sheets, equipment selection schedules, efficiency and sound data, refrigerant details, corrosion coating information, warranties, and a South African service and spares support plan. Proposed equivalents must include a clause-by-clause technical comparison and evidence demonstrating equal or better performance for every specified requirement.
			Basic product data is submitted, but selections, corrosion protection, warranty or support evidence is incomplete. = 8 Points	**8**	
			Compliant unit selections and warranties are submitted with evidence of South African service and spares support. = 14 Points	**14**	
			Complete clause-by-clause compliance, verified selections, efficiency and sound data, corrosion protection system, warranties, local spares availability and escalation support are demonstrated. = 20 Points	**20**	

T2.2.08 Programme and Multi-Site Resource Deployment

No.	Criteria	Weight	Scoring Methodology	Sub scoring	Evidence to be Submitted / Evaluation Requirements
T2.2-08	**Programme and Multi-Site Resource Deployment Specification link: Site schedules, procurement, access, installation, testing, commissioning and handover milestones.**	**20**	No programme is submitted, or the programme does not show an overall sequence. = 0 Points	**0**	Submit a Gantt chart or equivalent programme showing each site or work package, durations, dependencies, critical milestones, procurement and submittal dates, resource loading, access and shutdown assumptions, long-lead equipment, installation, testing, commissioning, training, documentation and handover. The programme must align with the pricing schedule and proposed personnel allocation.
			A high-level programme is submitted with limited site sequencing, dependencies or resource information. = 5 Points	**5**	
			A detailed programme covers survey, procurement, installation, testing and handover, but provides limited resource loading or access planning. = 10 Points	**10**	
			A fully integrated and resource-loaded programme is aligned to the pricing schedule and shows site sequencing, access and shutdown assumptions, long-lead items, dependencies, testing and handover milestones. = 20 Points	**20**	

T2.2-09: Authority to submit a Tender

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

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

A. Certificate for Company

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

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

Name ..... Position Chairman of the Board of Directors .....

B. Certificate for Partnership

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

Name	**Address**	**Signature**	**Date**

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

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

Name ..... Position Sole Proprietor .....

T2.2-10 Letter/s of Good Standing with the Workmen's Compensation Fund

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

1.

2.

Name of Company/Members of Joint Venture:

…… …… …… …… …… …… …… …… …… …… ……

T2.2-11: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-12 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

_____

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

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

f) Tendering with the intention not winning the tender.

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

T2.2-13 ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

1. **SECTION 1: NAME OF ENTERPRISE:** _____
2. **SECTION 2: VAT REGISTRATION NUMBER, IF ANY:** _____
3. **SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** _____
4. **SECTION 4: CSD NUMBER:** _____
5. **SECTION 5: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS**

Name	**Identity number**	**Personal income tax number**

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

6. SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name _____

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

---

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution; and

(c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	**80**
B-BBEE Level of contributor – Level 1 or Level 2	**5**
30% Black Women Owned Entities	**5**
50% Black Youth Owned Entities	**5**
Local Content and Production at 60% on HVAC	**5**
	(20)
Total points for Price and B-BBEE must not exceed	**100**

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

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(h) **"Price"** includes all applicable taxes less all unconditional discounts.

(i) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

(l) **Specific goals"** means targeted advancement areas or categories of persons or

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. EVEDINCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Local Content and Production at 60% on HVAC	Respondents will be required to complete the below local content annexures in order for them to score points on Local Content: - ➢ SDB 6.2 Annexure B (to be completed in full) ➢ Annexure C (to be completed in full) ➢ Annexure D ➢ Annexure E

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME[1]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: . = ……(maximum of 5 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

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

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

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

(Tick applicable box)

YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier
- ☐ Other Suppliers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES 1. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: ……

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest2 in the enterprise,

employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2

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

2.2.1 If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to

be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

…… ……

Signature Date

…… ……

Position Name of bidder

T2.2-14 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 Agents mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 Bid or Bid Document (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFQ] or Request for Quotation [RFQ], as the case may be;

1.3 Confidential Information means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 Group means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 Information means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

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

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

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

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

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

T2.2-15: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

_____

_____

_____

DATE OF BREACH:

_____

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

Signed on this _____ day of _____ 20____

_____

SIGNATURE OF TENDER

T2.2-16: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

   FULL NAME OF OWNER/MEMBER/DIRECTOR/

   PARTNER/SHAREHOLDER: ADDRESS:

   _____

   _____

   _____

   Indicate nature of relationship with Transnet:

   _____

   _____

   _____

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with

Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

8. We have acquainted ourselves and agree with the content of T2.2-19 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

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

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

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

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

T2.2-17: Supplier Code of Conduct

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

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

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

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

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

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

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

- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.

- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:

  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);

  - Collusion;

  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);

  - Corrupt activities listed above; and

  - Harassment, intimidation or other aggressive actions towards Transnet employees.

- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.

- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects

T2.2-18 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

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

2 COMMITMENTS OF TRANSNET

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

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

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

2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a

particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

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

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

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

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage,

commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

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

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

a) Human Rights

• Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and

• Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

• Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

• Principle 4: the elimination of all forms of forced and compulsory labour;

• Principle 5: the effective abolition of child labour; and

• Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

• Principle 7: Businesses should support a precautionary approach to environmental challenges;

• Principle 8: undertake initiatives to promote greater environmental responsibility; and

• Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

a) prices;

b) geographical area where Goods or Services will be rendered [market allocation];

c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a Tender;

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

f) tendering with the intention of not winning the Tender.

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

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

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

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

5 DISQUALIFICATIONS FROM TENDERING PROCESS

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

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

5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial

measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "prima facie" (i.e. on the face of it) case has been established.

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

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

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

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

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

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

7 PREVIOUS TRANSGRESSIONS

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

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

8 SANCTIONS FOR VIOLATIONS

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

a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;

c) Recover all sums already paid by Transnet;

d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;

e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and

f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

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

a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

a) Private gain or advancement; or

b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) Vexatious proceedings: these are frivolous proceedings which have been instituted without proper grounds;

b) Perjury: where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;

c) Scurrilous allegations: where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

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

11 GENERAL

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

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

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

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

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service

Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature ……

Date ……..

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

_____

Signature

T2.2-19: Insurance provided by the *Contractor*

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

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

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

T2.2-20 SUPPLIER DECLARATION FORM

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

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

PROTECTION OF PERSONAL INFORMATION

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

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

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

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

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this Supplier Declaration Form, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

5. In completing this Supplier Declaration form, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Transnet Vendor to facilitate for payment in the execution of the Agreement between Transnet and the Respondent and in accordance with any applicable law.

6. Transnet further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction,

de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this Supplier Declaration Form (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and their identity thereof in terms of the POPIA.

11. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

12. In submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is hereby consenting to the processing of their personal information for the purpose of this Supplier Declaration Form and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

YES		**NO**	

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

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

Signature of Respondent's authorised representative: _____

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

Supplier Declaration Form

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

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

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

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

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.	

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

TRANSNET ENGINEERING
TENDER NUMBER: TE/2026/08/3289/9834/RFP
FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AIR-CONDITIONING UNITS ACROSS VARIOUS TRANSNET ENGINEERING PLANT (CAPE-CORRIDO, CONTAINER CORRIDO, KOEDOESPOORT, NORTHEAST CORRIDO, IRON ORE CORRIDO AND DURBAN PLANT) FOR A PERIOD OF SIX (6) MONTHS

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

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

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

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

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

Appendix B

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

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare

that _____ is not a registered VAT

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____

day of _____ 20_____,

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

_____

Commissioner of Oaths

Appendix C

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare

that _____employs three or more full time employees,

which employees are engaged in the business of rendering the services of the organisation and

are not connected persons as defined in the Income Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____

day of _____ 20_____,

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

_____

Commissioner of Oaths

Appendix D

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

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

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

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

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

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

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

Deponent Signature: _____

_____ **Date: _____**

Commissioner of Oaths

Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

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

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	

(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

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

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

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

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

Deponent Signature: _____

_____ **Date:** _____

Commissioner of Oaths

Signature & stamp

C1.1: Form of Offer & Acceptance

Offer

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

TITLE OF THE CONTRACT

FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AIR-CONDITIONING UNITS ACROSS VARIOUS TRANSNET ENGINEERING PLANT (CAPE-CORRIDO, CONTAINER CORRIDO, KOEDOESPOORT, NORTHEAST CORRIDO, IRON ORE CORRIDO AND DURBAN PLANT) FOR A PERIOD OF SIX (6) MONTHS

The tenderer, identified in the Offer signature block, has

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

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

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

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

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

Signature(s)		
Name(s)	.....	.....
Capacity	.....	.....
For the tenderer:	.....	.....
	.....	.....
	(Insert name and address of organisation)	
Name & signature of witness		Date

Tenderer's CIDB registration number: .....

Acceptance

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

The terms of the contract, are contained in:

Part C1 Acceptance)	Agreements and Contract Data, (which includes this Form of Offer and
Part C2	Pricing Data
Part C3	Scope of Work: Works Information

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

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

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

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

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

Signature(s)		
Name(s)	.....	.....
Capacity	.....	.....
for the Employer	Transnet SOC Ltd	.....
Name & signature of witness	*(Insert name and address of organisation)*	Date .....

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

	For the tenderer:	**For the Employer**
Signature		
Name		
Capacity		
On behalf of	*(Insert name and address of organisation)*	Transnet SOC Ltd
Name & signature of witness		
Date		

C1.2 Contract Data

PART ONE - DATA PROVIDED BY THE *EMPLOYER*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option	**A:Priced contract with activity schedule**
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	**X2 Changes in the law**
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: *Additional conditions of contract*
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	

10.1	The *Employer* is:	**Transnet SOC Ltd** **(Registration No. 1990/000900/30)**
	Address	Registered address: **Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet Engineering** **311 Solomon Mahlangu Drive, Bayhead** **Durban Main Centre**
10.1	The *Project Manager* is: (Name)	**Stanley Mchunu**
	Address	**311 Solomon Mahlangu Drive, Bayhead**
	Tel	**031 361 4189/0718896263**
	e-mail	**Stanley.Mchunu@transnet.net**
10.1	The *Supervisor* is: (Name)	**Mzwenkosi Mapuko**
	Address	**311 Solomon Mahlangu Drive, Bayhead**
	Tel No.	**031 361 4198**
	e-mail	**Mzwenkosi.Mapuko@transnet.net**
11.2(13)	The *works* are	FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AIR-CONDITIONING UNITS ACROSS VARIOUS TRANSNET ENGINEERING PLANT (CAPE-CORRIDO,

		CONTAINER CORRIDO, KOEDOESPOORT, NORTHEAST CORRIDO, IRON ORE CORRIDO AND DURBAN PLANT) FOR A PERIOD OF SIX (6) MONTHS
11.2(14)	The following matters will be included in the Risk Register	**None**
11.2(15)	The *boundaries of the site* are	**Transnet Engineering various Depot**
11.2(19)	The Works Information is in	**Part C3**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**1 Day**
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the *conditions of contract*.**
3	**Time**	
11.2(3)	The *completion date* for the whole of the *works* is	**30 August 2027**
30.1	The *access dates* are	**Part of the Site** **Date** **Various TE Depots** **01 March 2027**

31.1	The *Contractor* is to submit a first programme for acceptance within	**2 weeks of the Contract Date.**
31.2	The *starting date* is	**1st March 2027**
32.2	The *Contractor* submits revised programmes at intervals no longer than	**2 weeks.**
35.1	The *Employer* is not willing to take over the *works* before the Completion Date.	**31 August 2027**
4	**Testing and Defects**	
42.2	The *defects date* is	**52 (fifty-two) weeks after Completion of the whole of the *works*.**
43.2	The *defect correction period* is	**2 weeks**
5	**Payment**	
50.1	The *assessment interval* is monthly on the	**25th (twenty fifth) day 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	**the prime lending rate of Standard Bank of South Africa.**
6	**Compensation events**	
60.1(13)	The weather measurements to be recorded for each calendar month are,	**the cumulative rainfall (mm)**

		the number of days with rainfall more than 10 mm **the number of days with minimum air temperature less than 0 degrees Celsius** **the number of days with snow lying at 08:00 hours South African Time** **and these measurements:**
	The place where weather is to be recorded (on the Site) is:	**The Contractor's Site establishment area**
	The weather data are the records of past weather measurements for each calendar month which were recorded at:	**Durban, Cape Town, JHB, PTA, Mpumalanga**
	and which are available from:	**South African Weather Service 012 367 6023 or info3@weathersa.co.za.**
7	**Title**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**December shutdown……..** **Rainy season/inclement weather may impact the project timelines……..** **……**
84.1	The *Employer* provides these insurances from the Insurance Table	
	1 Insurance against:	**Loss of or damage to the *works*, 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 *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor)* arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are	**as stated in the insurance policy for Contract Works / Public Liability**
3	Insurance against:	**Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**As stated in the insurance policy for Contract Works / Public Liability**

4	Insurance against:	**Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon**
	Cover / indemnity	**Cover / indemnity is to the extent provided by the SASRIA coupon**
	The deductibles are	**The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**
	Note:	**The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is	**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
	The *Contractor* provides these additional Insurances	**1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected** **2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other**

goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.

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

4 **Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000.**

5 **Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**

6 **Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**

7 **The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts**

		for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is	**Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.**
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	**Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract**
9	**Termination**	**There is no additional Contract Data required for this section of the *conditions of contract*.**
10	**Data for main Option clause**	
	Priced contract with Activity Schedule	**No additional data is required for this Option A.**
60.6	The *method of measurement* is	**The Activity Schedule**
11	**Data for Option W1**	

W1.1	The *Adjudicator* is	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator.***
W1.2(3)	The *Adjudicator nominating body* is:	**The Chairman of the Association of Arbitrators (Southern Africa)**
	If no *Adjudicator nominating body* is entered, it is:	**the Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Pretoria, South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
12	**Data for secondary Option clauses**	

X2	**Changes in the law**	**No additional data is required for this Option**
X7	**Delay damages (but not if Option X5 is also used)**	
X7.1	Delay damages for Completion of the whole of the *works* are	**To be equated to the actual monetary loss of Transnet per day**
X13	**Performance bond**	
X13.1	The amount of the performance bond is	**N/A**
X16	**Retention**	
X16.1	The retention free amount is	**10%**
	The retention percentage is	**5% on each progress payment**

X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to:	**Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)**
X18.2	For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to:	**The deductible of the relevant insurance policy**
X18.3	The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	**The cost of correcting the Defect**
X18.4	The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	**The Total of the Prices**
X18.5	The *end of liability date* is	**2 years after Completion of the whole of the *works***

Z	***Additional conditions of contract* are*:***	
Z3	**Additional clauses relating to Joint Venture**	**Insert the additional core clause 27.5**
Z3.1		**27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture**

agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

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

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
  - **i. of their joint and several liabilities to the *Employer* to Provide the Works;**
  - **ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
  - **iii. Identification of the roles and responsibilities of the**

constituents to provide the Works.

- **Financial requirements for the Joint Venture:**

  iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

  v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z3.2 **Insert additional core clause 27.6**

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

Z4 Additional obligations in respect of Termination

Z4.1 **The following will be included under core clause 91.1:**

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

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

	• **commenced business rescue proceedings (R22)** • **repudiated this Contract (R23)**
Z4.2 Termination Table	**The following will be included under core clause 90.2 Termination Table as follows:** **Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"**
Z4.3	**Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**
Z5.1	**The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:** **1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.** **2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.** **3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the**

objectives and functions of an organ of state.

Z6	**Additional Clause Relating to Collusion in the Construction Industry**	
Z6.1		**The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.**
Z7	**Protection of Personal Information Act**	
Z7.1		**The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**
Z8	**BBBEE Clauses**	
Z8.1		Insert additional clause 27.7. **27.7.1.** The *Employer* encourages its *Contractors* to constantly strive to improve their B-BBEE Contributor Status Levels. To this end, the *Contractor* is to maintain and/or improve its B-BBEE Improvement Plan over the Contract period as per Returnable Schedule **27.2.2.** The *Contractor* shall, for the duration of the Works, comply with the B-BBEE Improvement Plan. The accepted *Contractor's* B-BBEE Improvement Plan, constitutes an offer to perform all its B-BBEE commitments and will constitute a binding agreement.

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

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

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

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

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

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

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

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

27.7.15. Should the *Contractor's* obligations:

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

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

the *Contractor* shall forfeit the B-BBEE Retention Amount and shall have no further

claim against the *Employer* for the repayment of such amount.

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

PART TWO - DATA PROVIDED BY THE *CONTRACTOR*

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

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

Clause	Statement	Data
10.1	The *Contractor* is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The *direct fee percentage* is	**%**
	The *subcontracted fee percentage* is	**%**
11.2(18)	The *working areas* are the Site and	
24.1	The *Contractor's* key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	

	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	December shutdown Inclement weather season
31.1	The programme identified in the Contract Data is	
A	**Priced contract with activity schedule**	
11.2(20)	The *activity schedule* is in	
11.2(30)	The tendered total of the Prices is	**(in figures)** **(in words), excluding VAT**
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT

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

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

22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**	**Hourly rate**	
62 in SSCC	The percentage for design overheads is	**%**		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

Part 2: Pricing Data

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

C2.1 Pricing Instructions: Option A

THE *CONDITIONS OF CONTRACT*

How the contract prices work and assesses it for progress payments

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

Identified and defined terms	11	
	11.2	(20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (27) The Price for Work Done to Date is the total of the Prices for • each group of completed activities and • each completed activity which is not in a group A completed activity is one which is without Defects which would either delay or be covered by immediately following work. (30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

Measurement and Payment

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

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

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

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

1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.

1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.

1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.

1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedules

The Tenderer details Activity Schedules below or refers to his Activity Schedules and attaches it to this schedule.

Item	Site / Workstream	Location / Deliverable	Capacity / Rating	Type / Unit	Qty	Included installation / Scope	Unit Cost (R)	Total Cost (R)
B1	Cape Corridor	Beaconsfield, Kimberley	18,000 BTU	Split	3	Complete supply, delivery, installation, testing, commissioning and handover; 10 m pipe, 20 m cable, C/B + isolator, 20 m trunking		
B2	Container Corridor	Masons Mills, Bay Head, ELD and Wentworth	12,000 BTU	Split	7	Complete scope including specified anti-corrosion protection; 10 m pipe, 20 m cable, C/B + isolator, 20 m trunking		
B3	Koedoespoort	Koedoespoort Main Plant	9,000 BTU	Split	1	Complete scope; 10 m pipe, 20 m cable, C/B + isolator, 20 m trunking		
B4	Koedoespoort	Koedoespoort Main Plant	12,000 BTU	Split	1	Complete scope; 10 m pipe, 20 m cable, C/B + isolator, 20 m trunking		
B5	Koedoespoort	Koedoespoort Main Plant	18,000 BTU	Split	2	Complete scope; 10 m pipe, 20 m cable, C/B + isolator, 20 m trunking		
B6	Northeast Corridor	Komatipoort	12,000 BTU	Inverter split	2	New pipes and communication cables, full UV-resistant insulation, 2 remotes/unit; 10 m pipe, 20 m cable, C/B + isolator, 20 m trunking		
B7	Ore Corridor	Saldanha and Sishen	18,000 BTU	Split	9	Complete scope including specified anti-corrosion protection; 10 m pipe, 20 m cable, C/B + isolator, 20 m trunking		
B8.1	Umbilo ELD	ELD Boardroom	48000 BTU	Under-ceiling	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.2	Umbilo ELD	LBM Office - Mr Zulu	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.3	Umbilo ELD	PCO Office - Planners	48000 BTU	Under-ceiling	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.4	Umbilo ELD	Senior Manager Office - Zweli Mthembu	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.5	Umbilo ELD	Customer Service Manager - Siyabonga Khanyile	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.6	Umbilo ELD	PCM Office - Scelo Shabalala	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.7	Umbilo ELD	Quality Manager Office - Slindo Office	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.8	Umbilo ELD	Engineering Technician Office - Patrick Office	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.9	Umbilo ELD	HR Office - Simon Manzini	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.10	Umbilo ELD	Logistics Manager Office	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.11	Bayhead Wagons	Operations Manager Office - Magubane	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.12	Bayhead Wagons	Quality Assurer Office - Zandile Ndlovu	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.13	Bayhead Wagons	PEMM Superintendent Office	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.14	Bayhead	Clerk Office - Zodwa Ngubane	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.15	Bayhead Wagons	Logistics Office - Nombulelo and Andile	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.16	Bayhead	LBM Office - Vishal Mohunlal	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.17	Bayhead	Business Secretary - Karishma	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.18	Bayhead	Warehouse Office - Mam Ngcongo	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.19	Bayhead Wagons	Planning Office - Mlungisi Masengemu	12000 BTU	Under-ceiling	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.20	Bayhead	Planning Office - Mandla Langa	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.21	Bayhead	Planning Office - Mzamo Ncwane	12,000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.22	Bayhead Wagons	Maintenance Engineering - Nana Zondi	12000 BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.23	Bayhead Wagons	Warehouse Rubber Room	12000 BTU	Under-ceiling	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		

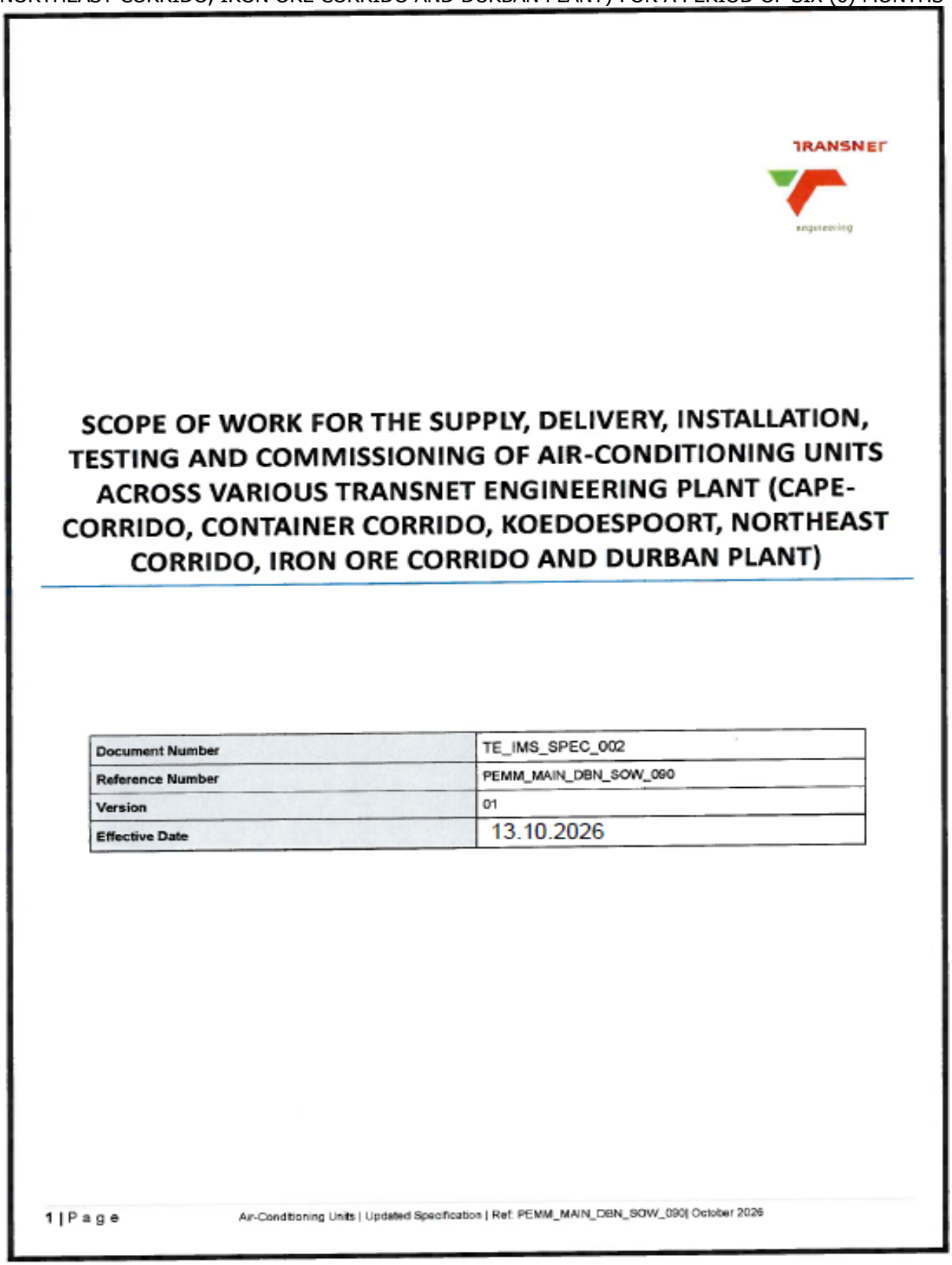
Item	Site / Workstream	Location / Deliverable	Capacity / Rating	Type / Unit	Qty	Included installation / Scope	Unit Cost (R)	Total Cost (R)
B8.24	RSE	Bay 61 (Shezi Fabrication office)	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.25	RSE	Bay 61 (Shaik's Fabrication office)	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.26	RSE	Bay 59 Quality Fabrication Office (Steven)	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.27	RSE	Bay 61 Ndabezitha Fabrication office no.5	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.28	RSE	Bay 61 Sthe office Fabrication	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.29	RSE	Bay 58 Sandile's Fabrication Office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.30	Wheelshop	A16 Board room	48000BTU	Under-ceiling	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.31	Wheelshop	Bay 10 Office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.32	Wheelshop	Bay 10 Workshop	48000BTU	Under-ceiling	4	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.33	Wheelshop	A16 Board room	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.34	Wheelshop	Bay 51 Quality Office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.35	Wheelshop	Bay 2 Supervisor office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.36	Ports 8216	Lindiwe Bay 45 Pott Hauler	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.37	Ports 1506	Konelo Bay 25	9000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.38	Ports 1506	Bhekani Mlangeni Bay 45	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.39	Ports 1506/8216	Nonhnanhla Bay 46	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.40	Ports 1506/8216	Eric Biyela Bay 25	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.41	Ports 1506/8216	Madgid Bay 45 Store	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.42	Maritme Business	Maritme Boardroom	48000BTU	Under-ceiling	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.43	RSE Springs 2406	Essa Bay 58 office no.9	9000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.44	RSE Springs 2407	Mandla's Office Bay 66	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.45	RSE Springs 2408	Mokhele's Office Bay 58	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.46	RSE Springs 2409	Simphiwe office Bay 58	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.47	RSE Springs 2410	Mthembu bay 58	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.48	RM Modernization	Main motor supervisor's office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.49	RM Modernization	Armature shop supervisor's office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.50	RM Modernization	Store supervisor office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.51	RM Modernization	6E MA Test Bay	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.52	RM Modernization	S & D office	48000BTU	Under-ceiling	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.53	RM Modernization	LBM office Siza	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.54	RM Modernization	RM Boardroom	48000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.55	PEMM	Ephraim Office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.56	PEMM	Vishay Office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.57	PEMM	Cecilia Office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.58	PEMM	Store office	48000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.59	PEMM	Gugu office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.60	Assets	Recreation Hall	48000BTU	Under-ceiling	2	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		

Item	Site / Workstream	Location / Deliverable	Capacity / Rating	Type / Unit	Qty	Included installation / Scope	Unit Cost (R)	Total Cost (R)
B8.61	Assets	Wellness Centre	48000BTU	Under-ceiling	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.62	Assets	Shunting Mess room	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.63	Assets	ITC office	48000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.64	Wagons	Bay33 sabelos office	9000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.65	Wagons	BAY 36 MADONDOS Office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.66	Wagons	BAY 36 Xolani's Office	9000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.67	Wagons	BAY 38 SNES OFFICE	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.68	Wagons	BAY 38 MADLALA	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.69	Wagons	BAY 36 AMANDA	9000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.70	Wagons	Nzama LBM Office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.71	Wagons	Wagons Boardroom	48000BTU	Under-ceiling	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.72	CNR Locos	Bay 6 – Slie's office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.73	CNR Locos	Bay 7 – Zulu's office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.74	CNR Locos	Bay 19 – receiving office	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.75	CNR Locos	A39 – log office (upstairs)	48000BTU	Under-ceiling	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.76	CNR Locos	A4 Admin office no.2	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.77	CNR Locos	A4 Admin office no.5	12000BTU	Split	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.78	PD locos	Metrology	48000BTU	Under-ceiling	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.79	PD locos	Metrology	12000BTU	Under-ceiling	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
B8.80	PEMM	DBN Main center Canteen	105000 BTU	Ceiling -duct – type MPS Variable inverter technology	1	10 m pipe; 20 m cable; C/B + isolator; 20 m trunking		
C1	Additional work	Insulated refrigerant pipe pair beyond scheduled run	As required	m	10	Fittings, UV-resistant insulation and supports		
C2	Additional work	Electrical cable and containment beyond scheduled run	Correctly sized	m	10	Terminations, containment and identification		
C3	Additional work	Condensate drain pipe and supports	As required	m	10	Fittings, supports and drainage test		
C4	Additional work	UV-resistant trunking	As required	m	10	Complete installed rate		
C5	Additional work	Weatherproof local isolator	Correct rating/IP	EA	5	Supply, install, terminate, label and test		
C6	Additional work	Dedicated circuit breaker and DB modification	Correct rating	EA	5	Installation, testing, labelling and DB schedule update		
C7	Additional work	Core drilling / wall penetration	As required	EA	10	Weatherproof sealing and making good		
C8	Additional work	Wall bracket or floor support frame	Galvanised/coated	EA	10	Complete installed support suitable for environment		
C9	Additional work	Refrigerant recovery	Per instruction	Sum	1	Recovery record and lawful handling by registered practitioner		
C10	Additional work	Removal and disposal/recycling of redundant units	Per unit	EA	20	Removal, transport and waste documentation		
C11	Additional work	Access equipment / mobile scaffold	Certified	Sum	1	Certified equipment and competent operator where instructed		
C12	Additional work	After-hours or shutdown attendance	As instructed	Sum	1	State labour-category and attendance assumptions		
A1	Project-wide	Transport, delivery, off-loading and protected storage	N/A	Sum	1	Multi-site logistics and protected storage		
A2.1	Close-out	Operating and maintenance manuals	N/A	Sum	1	Complete accepted O&M manuals		
A2.2	Close-out	As-built schedules and drawings	N/A	Sum	1	Complete accepted as-built records		
A2.3	Close-out	Electrical and refrigeration certificates	N/A	Sum	1	CoCs, refrigeration and commissioning certificates		
A2.4	Close-out	Training and attendance records	N/A	Session/site	1	End-user training and signed attendance records		

Item	Site / Workstream	Location / Deliverable	Capacity / Rating	Type / Unit	Qty	Included installation / Scope	Unit Cost (R)	Total Cost (R)
A2.5	Close-out	Environmental and waste close-out file	N/A	Sum	1	Waste, refrigerant recovery and environmental records		
A2.6	Close-out	Final commissioning and snag close-out	N/A	Sum	1	Accepted commissioning sheets and closed snag list		
A3	Compliance	Safety and environmental compliance	N/A	Sum	1	Plans, risk assessments, registers, inspections and close-out file		
						SUBTOTAL EXCLUDING VAT		
						VAT 15%		
						TOTAL INCLUDING VAT		

Part C3: Scope of Work

Document reference	Title	No of pages
C3.1	Works Information	



TRANSNET
engineering

SCOPE OF WORK FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AIR-CONDITIONING UNITS ACROSS VARIOUS TRANSNET ENGINEERING PLANT (CAPE-CORRIDO, CONTAINER CORRIDO, KOEDOESPOORT, NORTHEAST CORRIDO, IRON ORE CORRIDO AND DURBAN PLANT)

Document Number	TE_IMS_SPEC_002
Reference Number	PEMM_MAIN_DBN_SOW_090
Version	01
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1 | P a g e Air-Conditioning Units | Updated Specification | Ref: PEMM_MAIN_DBN_SOW_090| October 2026

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1. INTRODUCTION

This consolidated specification defines the minimum requirements for the supply, delivery, installation, testing and commissioning of air-conditioning units across the listed Transnet Engineering sites. It combines the common requirements and location-specific schedules contained in the six source specifications into one procurement and implementation document.

Tenderers shall identify apparent discrepancies or omissions through the tender clarification process. No tenderer shall alter quantities, reduce performance or introduce unpriced assumptions without an expressly identified deviation. Conditions that could not reasonably have been established before award shall be managed under the contract variation procedure. Every assumption, exclusion, qualification and deviation shall be entered in Annexure C.

1.1 Task description matrix

No.	Task description	Minimum requirement	Evidence required
1	Site verification and planning	Confirm each location, unit capacity, access, electrical supply, pipe/electrical routes, drainage point and shutdown constraints before procurement.	Signed site survey, measurements, marked-up schedule, risk assessment and programme.
2	Design and technical submittals	Complete heat-load/selection checks where required, confirm offered make/model, power demand, refrigerant, corrosion protection and installation details.	Technical data sheets, selection schedules, drawings, compliance matrix and deviation schedule.
3	Supply	Supply new complete units, controls, brackets, refrigerant pipework, insulation, cabling, isolators, drainage, trunking, fixings and accessories.	OEM data, invoices/delivery records, serial numbers, product certificates and warranties.
4	Delivery and storage	Deliver to the designated site, protect equipment against impact, weather and contamination, and store in accordance with OEM requirements.	Delivery notes, inspection records and storage/protection checklist.
5	Removal and making safe	Where applicable, isolate, recover refrigerant lawfully, remove existing units and dispose/recycle waste without damaging the building.	Isolation record, refrigerant recovery record, waste manifests and before/after photographs.
6	Installation	Install indoor and outdoor units, pipework, insulation, drains, supports, penetrations, trunking, wiring, isolators and corrosion protection as a complete system.	Inspection requests, installation checklists, concealed-work photographs and approved materials.
7	Electrical testing and certification	Provide dedicated protection, earthing, identification, testing and electrical certification for each installation.	Test results, DB schedule updates and valid electrical Certificate of Compliance.
8	Refrigeration testing and commissioning	Pressure/leak test, evacuate, charge where required, verify operating parameters, cooling/heating, controls, drainage, noise and vibration.	Pressure/vacuum records, leak-test results, commissioning sheets and measured readings.
9	Handover and close-out	Demonstrate operation, submit manuals, warranties, as-builts, certificates, spares information and leave areas clean.	O&M manuals, as-builts, warranties, completion certificate and snag close-out.

1.2. CONSOLIDATED SCOPE OVERVIEW

The following overview shall be read together with the expanded task description matrix, Sections 2 to 5, and Annexures A and B. In the event of a conflict, the more stringent safety, statutory, performance or site-specific requirement shall apply, subject to written direction by Transnet Engineering.

All offered equipment shall be suitable for the site environment and duty, supported in South Africa, and accompanied by technical data demonstrating capacity, energy performance, electrical characteristics, refrigerant type, sound levels, dimensions, mass and required clearances. Coastal and saline locations shall receive the specified anti-corrosion protection.

Quantities and nominal capacities in the overview are summary information and shall not replace the detailed site schedules. Before ordering equipment, the Contractor shall verify site conditions, room use, available electrical supply, installation clearances, pipe routes, condensate discharge, corrosion exposure and access constraints. Any discrepancy shall be reported through a formal clarification and shall not be used to reduce the specified performance or completeness.

The consolidated scope establishes a common technical and commercial basis for all listed regions while retaining the location-specific quantities and special requirements in Annexures A and B. The Contractor shall price and execute a complete, operational installation at every scheduled location, including all labour, supervision, equipment, access, logistics, minor builders work, electrical work, refrigeration work, testing, certification and handover needed for the intended service.

Region / Business	Site(s)	Unit Requirement	Quantity
Cape Corridor	Locomotive Maintenance Depot, Beaconsfield, Kimberley	18,000 BTU split units	3
Container Corridor	Masons Mills, Bay Head, ELD and Wentworth	12,000 BTU split units	7
Koedoespoort Main Plant	Koedoespoort	1 x 9,000; 1 x 12,000; 2 x 18,000 BTU split units	4
Northeast Corridor	Komatipoort	12,000 BTU inverter split units	2
Ore Corridor	Saldanha and Sishen	18,000 BTU split units	9
Durban Main Centre and surroundings	As detailed in Annexure B	9,000 / 12,000 / 48,000 BTU split and under-ceiling units	83

2. TECHNICAL REQUIREMENTS

As a minimum, compliance shall be evidenced by approved technical submittals; OEM data and installation instructions; proof of competent and registered personnel; product certificates; inspection and test plans; pressure, leak and vacuum test records; refrigerant recovery and charging records; electrical test results and Certificate of Compliance; commissioning sheets with measured operating values; waste transfer records; training records; warranties; and as-built documents. No equipment shall be energized, charged, concealed or handed over before the applicable hold-point evidence has been accepted.

Compliance evidence and acceptance basis

• SANS 10147, Refrigerating systems, including plants associated with air-conditioning systems: system safety, competent persons, installation, testing, operation and records.
• SANS 10142-1, The wiring of premises, Part 1: Low-voltage installations: circuit design, isolation, protection, earthing, inspection, testing and certification.
• SANS 60335-1 and SANS 60335-2-40: safety of electrical appliances and the particular safety requirements for heat pumps, air-conditioners and dehumidifiers.

• SANS 10400-O, National Building Regulations, Part O: lighting and ventilation, where the installation affects building ventilation or occupancy provisions.
• SANS 10400-XA and SANS 204, where applicable to building energy use or alterations requiring energy compliance.
• SANS 60529, degrees of protection provided by enclosures (IP Code), for outdoor isolators, enclosures and equipment exposed to dust or water.
• SANS 10234, globally harmonized system for classification and labelling of chemicals, for refrigerants, solvents, cleaning chemicals and safety data sheets.
• SANS 10087-1 only where liquefied petroleum gas is used for hot work or associated site activities.
• Applicable SANS/ISO 9001, SANS/ISO 14001 and SANS/ISO 45001 principles for quality, environmental and occupational health and safety controls, where required by the contract.

Applicable SANS requirements

• Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended.
• Electrical Installation Regulations, 2009, including registered-person control and electrical Certificates of Compliance.
• Construction Regulations, 2014, where construction work, work at height, temporary works or demolition/removal activities apply.
• Pressure Equipment Regulations, 2009, together with applicable duties for refrigeration systems and refrigerant handling.
• Environmental Regulations for Workplaces, 1987, General Safety Regulations and relevant Driven Machinery Regulations for tools, access equipment, lifting tackle and work equipment.
• National Environmental Management Act, 1998, National Environmental Management: Waste Act, 2008, and National Environmental Management: Air Quality Act, 2004, including applicable refrigerant, emissions, recovery and waste controls.

Minimum legislation and regulations

The Contractor shall use the current applicable editions, amendments and incorporated normative references. Before procurement, the Contractor shall submit a standards and legal compliance register identifying each applicable requirement, the work activity controlled, responsible, competent person, required inspection or hold point, and the record that will demonstrate acceptance.

The Works shall comply with all legislation, regulations, South African National Standards, municipal requirements, Transnet Engineering site rules and manufacturer instructions applicable at the date of tender and execution. Compliance shall be demonstrated by objective evidence and not by a general statement of compliance. Where requirements differ, the statutory requirement shall take precedence, followed by the project specification and then the applicable standard or manufacturer instruction, unless a written concession is issued by Transnet Engineering.

2.1 Basis of compliance

2.2 MANDATORY COMPETENCY REQUIREMENTS

All refrigerant work shall be performed and supervised by appropriately registered, competent refrigeration practitioners. Electrical work and certification shall be performed by persons legally authorised for the applicable work. The tenderer shall submit valid registrations, qualifications and signed availability confirmations for the nominated personnel.

3. SPECIFIC REQUIREMENTS

3.1 General

All units shall be new, fit for purpose, complete with standard accessories, installed in accordance with manufacturer requirements and applicable South African standards.

3.2 Unit capacities

Nominal capacity requirements are 9,000 BTU/h (2.64 kW), 12,000 BTU/h (3.52 kW), 18,000 BTU/h (5.45 kW), and 48,000 BTU/h as listed in the schedules.

3.3 Electrical installation

Each unit shall be connected to a dedicated circuit breaker at the distribution board. The Contractor shall provide correctly sized power cables, a weatherproof isolator adjacent to the outdoor unit, correct earthing and protection, circuit identification, testing, and an electrical Certificate of Compliance on completion.

3.4 Mechanical installation

Indoor and outdoor units shall be properly secured. Outdoor units shall be level and vibration-free. Provide refrigerant piping, communication cabling, condensate drainage, trunking, brackets, fixings and all accessories required for a complete installation. Unless a written site-specific deviation is approved by Transnet Engineering, the scheduled allowance for each unit shall be 10 m of refrigerant piping, 20 m of electrical run and 20 m of trunking, as stated in Annexures A and B.

3.5 Refrigeration work

Refrigeration joints shall be tightened, vacuumed and leak-tested. Refrigerant shall be R410A or an alternative specifically accepted in writing by Transnet Engineering before award. Any alternative shall be supported by OEM confirmation of compatibility, safety classification, environmental characteristics, capacity and efficiency data, handling and competency requirements, local availability and service support, and a clause-by-clause equivalence and deviation statement. The alternative shall not be used unless technical equivalence and statutory compliance have been accepted in writing.

3.6 Corrosion protection

Units identified in the schedules shall receive anti-corrosion protection before installation. This is mandatory for coastal and heavy saline environments.

3.7 Inverter and insulation requirement

Komatipoort units shall be inverter type, installed with new pipes and communication cables. All pipes shall be insulated with UV-resistant Armaflex over the full length, and each unit shall be supplied with two remote controls.

3.8 Penetrations and drainage

Seal all wall penetrations and redundant holes with approved weatherproof material. Condensate drainage shall be securely routed, tested and arranged to prevent water ingress or nuisance discharge.

4. ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

Emergency procedures shall address fire, electric shock, refrigerant exposure, pressure release, falls, spills and evacuation. Incidents, near misses, property damage and unsafe conditions shall be reported immediately. Transnet Engineering may stop unsafe work without relieving the Contractor of contractual obligations.

Work at height shall be planned and supervised under an approved fall-protection plan. Ladders, scaffolds, mobile platforms, lifting equipment and tackle shall be suitable, inspected and certified where required. Hot work, drilling, electrical work, refrigerant handling, pressure testing and lifting shall be controlled through permits and task-specific precautions. Electrical circuits shall be proved dead before work and re-energised only after inspection, testing and authorisation.

Before work starts, the Contractor shall submit an approved site-specific health and safety file, baseline and task risk assessments, method statements, appointments, competency records, medical fitness evidence where required, equipment registers, inspection records and emergency arrangements. Personnel shall complete Transnet induction, comply with permit-to-work, isolation and lockout requirements, use suitable PPE and maintain barricading and housekeeping.

4.1 Occupational health and safety requirements

Products shall be selected with due regard to legal refrigerant restrictions, energy performance, durability, repairability and local availability of parts. Safety data sheets shall be provided for refrigerants, cleaners, coatings and other controlled products. The Contractor shall reinstate penetrations and finishes and leave each area clean and free of debris.

Spill kits shall be available where oils, chemicals or refrigerants are handled. Any spill, leak, uncontrolled release or environmental incident shall be stopped, contained, reported and remediated in accordance with the approved environmental plan and site procedure. Work shall be planned to limit noise, dust, nuisance discharge and disturbance to operations. Condensate shall discharge to an approved point without erosion, slipping hazards, water ingress, staining or impact on electrical equipment.

The Contractor shall prevent pollution and minimise waste throughout delivery, removal, installation and commissioning. Refrigerant shall not be knowingly vented to atmosphere. Existing refrigerant shall be recovered using suitable equipment and returned for lawful reuse, recycling, reclamation or disposal. Refrigerant type and recovered, added or removed quantities shall be recorded per unit. Oils, condensate, chemicals, packaging, scrap metal, redundant equipment and electronic components shall be segregated, contained and removed to authorised facilities. Waste transfer records shall be included in the close-out file.

4.2 Environmental requirements

The Contractor shall comply with all applicable environmental legislation, Transnet Engineering environmental requirements, site-specific environmental management procedures, and industry best practices throughout the execution of the Works. Environmental protection shall form an integral part of planning, installation, commissioning, maintenance, and disposal activities.

4.2.1 Environmental Legal Compliance

The Contractor shall comply with, but not be limited to:

- Occupational Health and Safety Act, Act 85 of 1993.
- National Environmental Management Act (NEMA), Act 107 of 1998.
- National Environmental Management: Waste Act, Act 59 of 2008.
- National Environmental Management: Air Quality Act, Act 39 of 2004.
- Applicable municipal by-laws and environmental requirements.
- SANS 10147 requirements relating to refrigerant handling and recovery.
- SANS/ISO 14001 environmental management principles.

4.2.2 Pollution Prevention

The Contractor shall take all reasonable measures to prevent environmental contamination arising from work activities, including:

- Prevention of refrigerant releases to atmosphere.
- Prevention of oil, fuel, chemical and solvent spills.
- Prevention of contamination of soil, stormwater systems and watercourses.
- Prevention of dust, smoke, unnecessary emissions, and nuisance conditions.

- Immediate clean-up of any environmental contamination caused by project activities.

4.2.3 Refrigerant Management

The Contractor shall:

- Recover refrigerants from existing systems before removal or disposal.
- Use approved refrigerant recovery equipment.
- Ensure refrigerants are reused, recycled, reclaimed, or disposed of through authorised facilities.
- Maintain records of refrigerant recovered, added, removed, or disposed of for each unit.
- Ensure no intentional venting of refrigerants occurs during installation, maintenance, or removal activities.
- Provide refrigerant recovery certificates and disposal documentation upon completion.

4.2.4 Waste Management

The Contractor shall implement waste minimisation and waste segregation practices.

The following waste streams shall be separately managed:

- Scrap metals.
- Refrigeration equipment.
- Electrical and electronic waste.
- Packaging materials.
- Plastics.
- Insulation materials.
- Waste oils.
- Chemical containers.
- General waste.

All waste shall be handled, stored in appropriate skips and bins, transported and disposed by a licensed waste service provider. Waste generated will be disposed at a registered and licenced landfill site, proof of safe disposal must be obtained and submitted to the SHE department.. Waste manifests and disposal certificates shall be submitted as part of project close-out documentation.

4.2.5 Chemical and Hazardous Substance Control

The Contractor shall:

- Maintain Safety Data Sheets (SDS) for all chemicals.
- Store chemicals in designated areas.
- Ensure chemicals are suitably labelled.
- Provide secondary containment for hazardous substances where required.
- Prevent uncontrolled discharge of chemicals to the environment.
- Ensure personnel handling chemicals are appropriately trained.

4.2.6 Spill Prevention and Response

The Contractor shall:

- Maintain spill kits at all work locations where oils, fuels, refrigerants or chemicals are handled.
- Train personnel in spill response procedures.
- Immediately contain, report, and remediate all spills.

- Dispose of contaminated materials through authorised channels.
- Record all environmental incidents and corrective actions.

4.2.7 Noise and Nuisance Control

The Contractor shall:

- Ensure equipment is maintained to reduce excessive noise and vibration.
- Restrict disruptive activities where operational requirements dictate.
- Prevent nuisance impacts on Transnet operations and surrounding stakeholders.
- The air conditioning equipment supplied and installed shall be selected and installed to minimize noise transmission to occupied areas. Indoor units shall not exceed **45 dB(A)** under normal operating conditions. Outdoor condenser units shall not exceed **70 dB(A)** measured at 1 metre from the unit. The overall noise level within occupied offices, workshops, control rooms, and administrative areas shall not exceed **55 dB(A)** during normal operation.
- During installation works, the Contractor shall implement measures to control excessive noise. Where noise levels exceed **85 dB(A)**, suitable hearing protection shall be provided and worn by all affected personnel

4.2.8 Water Management

The Contractor shall:

- Prevent water wastage during installation activities.
- Ensure condensate drains discharge to approved locations.
- Prevent ponding, erosion, slip hazards and water ingress.
- Prevent contamination of stormwater drainage systems.

4.2.9 Housekeeping and Site Rehabilitation

Upon completion of works, the Contractor shall:

- Remove all debris, waste materials and surplus equipment.
- Reinstate disturbed areas.
- Seal all wall penetrations and redundant openings.
- Restore building finishes affected by the installation.
- Leave the worksite in a clean, safe and operational condition.

4.2.10 Environmental Incident Reporting

All environmental incidents, including spills, refrigerant leaks, uncontrolled releases, pollution events, and non-compliances shall:

- Be reported immediately to the Transnet Representative.
- Be investigated by the Contractor.
- Have corrective and preventive actions implemented.
- Be documented and included in project close-out records.

4.2.11 Environmental Documentation Requirements

The Contractor shall submit the following prior to commencement of work:

- Environmental Management Plan (EMP).
- Environmental Risk Assessment.
- Waste Management Plan.
- Spill Response Procedure.
- Register of hazardous substances.
- SDS file for all chemicals and refrigerants.

Upon project completion, the Contractor shall submit:

- Waste disposal certificates.
- Refrigerant recovery records.
- Environmental incident register.
- Close-out environmental compliance report.
- Photographic evidence of site reinstatement and housekeeping.

Environmental Compliance Deliverables

The environmental close-out file shall contain:

1. Environmental Management Plan.
2. Waste manifests and disposal certificates.
3. Refrigerant recovery and charging records.
4. SDS register.
5. Environmental inspection reports.
6. Incident and spill records.
7. Site rehabilitation evidence.
8. Environmental compliance declaration signed by the Contractor.

5. TESTING, COMMISSIONING, DOCUMENTATION AND HANDOVER

Verify cooling and heating operation where applicable, electrical functionality, drainage, refrigerant pressures, leaks, and abnormal noise or vibration.

Demonstrate operation to the end user and mount the remote-control holder in a practical location.

Provide three copies of operating and maintenance manuals, schematics, commissioning records, warranty documents and the electrical Certificate of Compliance.

Leave each work area clean, safe and free of debris.

6. WARRANTY AND AFTER-SALES SUPPORT

Provide a minimum 12-month warranty on workmanship and supplied equipment, or the manufacturer warranty where longer.

Defective items shall be repaired or replaced at the Contractor's cost during the warranty period.

The required site response time is not more than 24 hours. If the Contractor fails to remedy a defect within 24 hours after notification, Transnet Engineering may arrange the repair and recover associated costs.

For the Durban scope, the Contractor shall demonstrate that spares can be procured locally within seven working days.

ANNEXURE A: REGIONAL UNIT SCHEDULE

Annexure A uses the same ten-column schedule structure as Annexure B and states the standard installation allowances applicable to each listed regional unit.

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
1	Cape Corridor	Locomotive Maintenance Depot, Beaconsfield, Kimberley	18000 BTU	Split unit, single rotary, cooling/heating	3	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
2	Container Corridor	Masons Mills, Bay Head, ELD and Wentworth	12000 BTU	Split unit with anti-corrosion protection	7	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
3	Koedoespoort Main Plant	Koedoespoort	9000 BTU	Split unit	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
4	Koedoespoort Main Plant	Koedoespoort	12000 BTU	Split unit	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
5	Koedoespoort Main Plant	Koedoespoort	18000 BTU	Split unit	2	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
6	Northeast Corridor	Komatipoort	12000 BTU	Inverter split unit	2	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
7	Ore Corridor	Saldanha and Sishen	18000 BTU	Split unit with anti-corrosion protection	9	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

ANNEXURE B: DURBAN MAIN CENTRE AND SURROUNDINGS UNIT SCHEDULE

The following schedule is consolidated from the attached Durban specification. Source wording has been retained where practical and obvious line-wrap breaks have been normalised.

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
1	Umbilo ELD	ELD Boardroom	48000 BTU	Under ceiling unit with anti-corrosion protection	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
2	Umbilo ELD	LBM Office - Mr Zulu	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
3	Umbilo ELD	PCO Office - Planners	48000 BTU	Under ceiling aircon unit - including anti-corrosion protection on the external unit	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
4	Umbilo ELD	Senior Manager Office - Zweli Mthembu	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
5	Umbilo ELD	Customer Service Manager - Siyabonga Khanyile	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
6	Umbilo ELD	PCM Office - Scelo Shabalala	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
7	Umbilo ELD	Quality Manager Office - Slindo Office	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
8	Umbilo ELD	Engineering Technician Office - Patrick Office	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
9	Umbilo ELD	HR Office - Simon Manzini	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
10	Umbilo ELD	Logistics Manager Office	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
11	Bayhead Wagons	Operations Manager Office - Magubane	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
12	Bayhead Wagons	Quality Assurer Office - Zandile Ndlovu	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
13	Bayhead Wagons	PEMM Superintendent Office	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
14	Bayhead	Clerk Office - Zodwa Ngubane	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
15	Bayhead Wagons	Logistics Office - Nombulelo and Andile	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
16	Bayhead	LBM Office - Vishal Mohunlal	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
17	Bayhead	Business Secretary - Karishma	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
18	Bayhead	Warehouse Office - Mam Ngcongo	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
19	Bayhead Wagons	Planning Office - Mlungisi Masengemu	12000 BTU	Under ceiling aircon unit - including anti-corrosion protection on the external unit	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
20	Bayhead	Planning Office - Mandla Langa	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
21	Bayhead	Planning Office - Mzamo Ncwane	12000 BTU	Split unit with anti-corrosion	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
22	Bayhead Wagons	Maintenance Engineering - Nana Zondi	12000 BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
23	Bayhead Wagons	Warehouse Rubber Room	12000 BTU	Under-ceiling air-conditioning unit with anti-corrosion protection on external unit	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
24	RSE	Bay 61 (Shezi Fabrication office)	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
25	RSE	Bay 61 (Shaik's Fabrication office)	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
26	RSE	Bay 59 Quality Fabrication Office (Steven)	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
27	RSE	Bay 61 Ndabezitha Fabrication office no.5	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
28	RSE	Bay 61 Sthe office Fabrication	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
29	RSE	Bay 58 Sandile's Fabrication Office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
30	Wheelshop	A16 Board room	48000BTU	Under ceiling unit with anti-corrosion protection	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
31	Wheelshop	Bay 10 Office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
32	Wheelshop	Bay 10 Workshop	48000BTU	Under ceiling unit with anti-corrosion protection	4	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
33	Wheelshop	A16 Board room	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
34	Wheelshop	Bay 51 Quality Office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
35	Wheelshop	Bay 2 Supervisor office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
36	Ports 8216	Lindiwe Bay 45 Pott Hauler	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
37	Ports 1506	Konelo Bay 25	9000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
38	Ports 1506	Bhekani Mlangeni Bay 45	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
39	Ports 1506/8216	Nonhnanhla Bay 46	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
40	Ports 1506/8216	Eric Biyela Bay 25	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
41	Ports 1506/8216	Madgid Bay 45 Store	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
42	Maritme Business	Maritme Boardroom	48000BTU	Under ceiling unit with anti-corrosion protection	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
43	RSE Springs 2406	Essa Bay 58 office no.9	9000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
44	RSE Springs 2407	Mandla's Office Bay 66	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
45	RSE Springs 2408	Mokhele's Office Bay 58	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
46	RSE Springs 2409	Simphiwe office Bay 58	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
47	RSE Springs 2410	Mthembu bay 58	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
48	RM Modernization	Main motor supervisor's office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
49	RM Modernization	Armature shop supervisor's office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
50	RM Modernization	Store supervisor office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
51	RM Modernization	6E MA Test Bay	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
52	RM Modernization	S & D office	48000BTU	Under ceiling unit with anti-corrosion protection	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
53	RM Modernization	LBM office Siza	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
54	RM Modernization	RM Boardroom	48000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
55	PEMM	Ephraim Office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
56	PEMM	Vishay Office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
57	PEMM	Cecilia Office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
58	PEMM	Store office	48000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
59	PEMM	Gugu office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
60	Assets	Recreation Hall	48000BTU	Under ceiling unit with anti-corrosion protection	2	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
61	Assets	Wellness Centre	48000BTU	Under ceiling unit with anti-corrosion protection	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
62	Assets	Shunting Mess room	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
63	Assets	ITC office	48000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
64	Wagons	Bay33 sabelos office	9000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
65	Wagons	BAY 36 MADONDOS Office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
66	Wagons	BAY 36 Xolani's Office	9000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
67	Wagons	BAY 38 SNES OFFICE	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
68	Wagons	BAY 38 MADLALA	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
69	Wagons	BAY 36 AMANDA	9000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
70	Wagons	Nzama LBM Office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
71	Wagons	Wagons Boardroom	48000BTU	Under ceiling unit with anti-corrosion protection	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
72	CNR Locos	Bay 6 – Slie's office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
73	CNR Locos	Bay 7 – Zulu's office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
74	CNR Locos	Bay 19 – receiving office	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
75	CNR Locos	A39 – log office (upstairs)	48000BTU	Under ceiling unit with anti-corrosion protection	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	Business	Location	Capacity	Type	Qty	Piping run	Electrical run	Electrical arrangement	Trunking
76	CNR Locos	A4 Admin office no.2	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
77	CNR Locos	A4 Admin office no.5	12000BTU	Split unit with anti-corrosion protection installed	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
78	PD locos	Metrology	48000BTU	Under ceiling unit with anti-corrosion protection	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m
79	PD locos	Metrology	12000BTU	Under ceiling unit with anti-corrosion protection	1	10 m	20 m	Dedicated C/B at DB + weatherproof local isolator; existing installation subject to site verification	20 m

No.	**Business**	**Location**	**Capacity**	**Type**	**Qty**	**Piping run**	**Electrical run**	Electrical arrangement	**Trunking**
80	PEMM	DBN Main center Canteen	105000	Ceiling - duct – type air conditioner with MPS Variable inverter technology	1	10 m	Use existing	Use existing	20 m

COMMISSIONING AND ACCEPTANCE CRITERIA

Each unit shall be accepted only after the following tests are recorded on the approved commissioning sheet. Instruments shall have valid calibration evidence. Failed tests shall be corrected and repeated before handover.

Test	Method	Instrument / calibration	Measured value	Acceptance limit	Witness / hold point	Authorised sign-off	Failure action
Visual and installation inspection	OEM instructions and project specification	Inspection checklist	Record defects	Correct unit, supports, clearances, insulation, labels and finishes; no visible defect	Transnet inspection before energisation	Contractor and Transnet Representative	Rectify and re-inspect
Electrical safety and functionality	SANS 10142-1 test procedure	Calibrated electrical test instruments	Record voltage, current, protective-device and earth test results	Results within OEM ratings and legal requirements; valid electrical CoC issued	Hold point before energisation	Registered electrical person and Transnet Representative	Isolate, rectify and repeat tests
Pressure and leak test	OEM method and SANS 10147	Calibrated pressure gauge and approved leak detector	Record pressure, duration and result	No pressure loss or detected leakage over OEM-specified test period	Witness before insulation/concealment	Registered refrigeration practitioner	Repair, evacuate and repeat test
Evacuation	OEM method	Calibrated vacuum gauge	Record final vacuum and standing test	OEM-prescribed vacuum achieved and maintained with no unacceptable rise	Hold point before charging	Registered refrigeration practitioner	Identify leak/moisture source and repeat
Cooling/heating performance	OEM commissioning method	Calibrated thermometer/clamp	Record entering/leaving air temperatures,	Stable operation within OEM commissioning	Witnessed functional test	Contractor and Transnet	Diagnose, rectify and recommission

Test	Method	Instrument / calibration	Measured value	Acceptance limit	Witness / hold point	Authorised sign-off	Failure action
		meter/manifold as applicable	current and pressures	tolerances and rated electrical limits		Representative	
Condensate drainage	Introduce test water at indoor drain pan	Visual inspection and test water	Pass/fail and discharge point	Unrestricted discharge at approved point; no leakage, backflow, ponding or water ingress	Witness before handover	Contractor and Transnet Representative	Rectify falls/joints and retest
Noise and vibration	Operate through available modes	OEM data and observation; meter if disputed	Record observation/readings	No abnormal noise or vibration; measured values not exceeding OEM published limits	Witnessed functional test	Contractor and Transnet Representative	Correct supports/balance/installation and retest
Controls and handover	Operate local and remote controls	Functional demonstration	Record all modes and controls	All specified functions and remote controls operate correctly; user demonstration completed	Final acceptance	End user and Transnet Representative	Rectify and repeat demonstration

ANNEXURE D: COMPLIANCE TO SPECIFICATION MATRIX

Tenderers shall complete every row. Responses shall be limited to Comply or Do Not Comply. Every response shall include an exact evidence reference. All deviations shall be disclosed in the designated column.

Requirement ID	Specification clause / schedule	Requirement	Bidder response Comply or Do Not Comply	Offered make / model
D1	Annexures A and B	Scheduled capacity, unit type and quantity		
D2	Clause 3.3 and schedules	Dedicated circuit breaker and weatherproof local isolator		
D3	Clause 3.5	Refrigerant compliance and approved equivalence evidence		
D4	Clause 3.6 and schedules	Specified anti-corrosion protection		
D5	Clause 3.7	Komatipoort inverter units, new pipe/communication cable, full UV-resistant insulation and two remotes		
D6	Clauses 3.4 and schedules	Included piping, electrical, trunking, supports, penetrations and drainage allowances		
D7	Section 5 and acceptance schedule	Testing, commissioning, calibrated instruments and objective acceptance records		

Requirement ID	Specification clause / schedule	Requirement	Bidder response Comply or Do Not Comply	Offered make / model
D8	Section 6	Minimum 12-month warranty and manufacturer warranty where longer		
D9	Section 6	Maximum 24-hour site-response commitment and escalation contact		
D10	Section 6	Durban spares availability within seven working days		
D11	Clauses 4.1 and 4.2	Safety, environmental, refrigerant recovery, waste and close-out controls		
D12	Annexure C	All assumptions, exclusions, qualifications and deviations disclosed		

C4: Site Information

REGION / BUSINESS	SITE(S)	LOCATIONS	UNIT REQUIREMENT	QTY
Cape Corridor	Loco Maint Depot, Beaconsfield, Kimberley	19 A Voortrekker Rd Oliver Road, Beaconsfield Landbou Weg, Alex Yard	18,000 BTU split units	3
Ore Corridor	Saldanha and Sishen	Orex Road, Saldanha Sishen, (near Kathu)	18,000 BTU split units	9
Koedoespoort Main Plant	Koedoespoort	Corner of Lynette Street and Koedoespoort Road	1 x 9,000; 1 x 12,000; 2 x 18,000 BTU split units	4
Northeast Corridor	Komatipoort	No.1 Bonkenburg Street	12,000 BTU inverter split units	2
Durban Main Centre and surroundings	As detailed in Annexure B	311 Solomon Mahlangu Drive, Bayhead / Rossburgh, Durban	9,000 / 12,000 / 48,000 BTU split and under-ceiling units	83
Container Corridor	Masons Mills, Bay Head, ELD and Wentworth	100 Moses Mabhida Rd 3 Crane Road 152 Eel Road Bayhead 395 Solomon Mahlangu	12,000 BTU split units	7

ACCESS

1.1. Access Limitations

a) Access to the depot and surrounding worksites is limited to the working hours of 07h00am to 15h30pm Monday to Friday. Access may be granted on weekends upon special request.

1.2. Access Control

a) The depots are accessed via the indicated address above

1.3. Requirements for Access

a) The dock is an active industrial site and can only be accessed with recommended PPE including:

- Hard Hat
- Steel toe Boots, and
- Reflective Work Suits/Vests