Transnet Group Capital (TGC) a Division of
Transnet SOC Ltd.
Registration Number 1990/000900/30

TO DESIGN, SUPPLY, CONSTRUCTION, TESTING AND COMMISSIONING OF A
ON THE FLY SYSTEM IN ERMEO YARD – PHASE 1A

Enquiry Number 3427271.002E
Issue Date 13 August 2018
Briefing Session 21 August 2018
Closing Date 28 August 2018
Contents

Number  Heading

The Tender

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

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

The Contract

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

C2.1  Pricing Instructions
C2.2  Bill of Quantities

Part C3: Scope of Work

C3  Works Information
C4  Site Information
SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO BID

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

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. Alternatively, this RFP may be purchased at R250 [inclusive of VAT] per set for those Tenders that require a copy from Transnet rather than downloading from the website. Bidders are however encouraged to download the RFP from the eTender Portal instead and If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and a CD containing the tender document may be collected during work hours. Payment is to be made as follows:</td>
<td></td>
</tr>
<tr>
<td>Bank:</td>
<td>Standard Bank</td>
</tr>
<tr>
<td>Account Number:</td>
<td>00 126 5741</td>
</tr>
<tr>
<td>Branch:</td>
<td>Carlton Centre</td>
</tr>
<tr>
<td>Branch code:</td>
<td>0023055</td>
</tr>
<tr>
<td>Account Name:</td>
<td>Transnet Capital Projects</td>
</tr>
<tr>
<td>Reference:</td>
<td>3427271.002E</td>
</tr>
<tr>
<td>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the Tender documents and submitted thereafter with your Proposal.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSPECT / COLLECT DOCUMENTS FROM</th>
<th>The Office of the Secretariat, National Acquisition Council 26th Floor Carlton Centre Office Block 150 Commissioner Street Johannesburg</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISSUE DATE AND COLLECTION DATE DEADLINE</td>
<td>Between 09:00 and 15:00 from 13 August 2018 until 17 August 2018. Note: If a bid fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a &quot;proof of payment&quot; receipt for presentation to Transnet when collecting the RFP documents. Bidders wishing to collect a hard copy of such RFP documents from the Transnet issuing office, are required to inform that office at the contact numbers listed in paragraph 6 below on the day before collection in order to allow for timeous reproduction of the documentation. Bidders are to note that the RFP may also be downloaded directly from the National Treasury eTender Publication Portal free of charge. If Bidders download the RFP off the Portal, they are required to send their contact details to the following address: <a href="mailto:Andile.Khuzwayo@transnet.net">Andile.Khuzwayo@transnet.net</a> by 17 August 2018. This is to ensure that any required communication (e.g. addenda to the RFP) in relation to this RFP reaches those intending to respond. Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION</td>
<td>Refer to “formal briefing” Paragraph 2 for details.</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>--------------------------------------------------</td>
</tr>
</tbody>
</table>
| CLOSING DATE                | **12:00 pm on Tuesday 28 August 2018**  
Tenderers must ensure that tenders are delivered timeously to the correct address. As a general rule, if a tender is late or delivered to the incorrect address, it will not be accepted for consideration. |
| VALIDITY PERIOD             | **12 Weeks from Closing Date**  
Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded. |

2. **FORMAL BRIEFING**

A compulsory Tender briefing will be conducted in Ermelo at Transnet Group Capital Building and coordinates are **26° 34' 12.07" S 30° 00' 52.82" E** on Tuesday, the **21 August 2018**, at **10:00am [10 O'clock]** for a period of ± 2 (two) hours. [Tenderers to provide own transportation, accommodation and full personal protective equipment (PPE)].

The briefing session will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

2.1 A Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-15** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** site meeting and/or tender briefing. Tenders are required to bring this **Returnable Schedule T2.2-15 (attached to the Tender document)** to the briefing session to be signed by the **Employer’s Representative**.

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

3. **TENDER SUBMISSION**

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

The Secretariat, Transnet Group Capital Acquisition Council  
RFP No: 3427271.002E  
Description: Design, Supply, Construction, Testing and Commissioning of a on the Fly System in Ermelo Yard – Phase 1A.  
Closing date and time: Tuesday 28 August 2018 at 12:00  
Closing address: [Refer to options in paragraph 4 below]

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

4. **DELIVERY INSTRUCTIONS FOR TENDER**

4.1. **Delivery by hand**

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at The Entrance Foyer 26th Floor, Carlton Centre Office Towers, 150 Commissioner Street, Johannesburg, 2001 and must be addressed as follows:
TRANSPORT GROUP CAPITAL  
ENQUIRY NUMBER: 3427271.002E  
DESCRIPTION OF THE WORKS: DESIGN, SUPPLY, CONSTRUCTION, TESTING AND COMMISSIONING OF A ON THE FLY SYSTEM IN ERMELo YARD - PHASE 1A.

THE SECRETARIAT  
TRANSPORT GROUP CAPITAL ACQUISITION COUNCIL  
26TH FLOOR  
CARLTON CENTRE  
150 COMMISSIONER STREET  
JOHANNESBURG 2001

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.

4.2. Dispatch by courier

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

THE SECRETARIAT  
26TH FLOOR  
CARLTON CENTRE  
OFFICE BLOCK  
150 COMMISSIONER STREET  
JOHANNESBURG 2001

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

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

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

4.6 Envelopes must not contain documents relating to any Tender other than that shown on the envelope.
5. **SUPPLIER DEVELOPMENT INITIATIVES**

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development which has resulted in inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government’s development objectives for South Africa.

Transnet fully endorses and supports Government’s economic policies through its facilitation of Enterprise and Supplier Development [ESD] initiatives. Hence Tenderers are required to submit their commitments with regard to Enterprise and Supplier Development Initiatives over the duration of this contract.

As a prequalification criterion to participate in this bid, Tenderers are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than 20% (Twenty percent) of the Prices of the contract value.

Note: Should a JV be envisaged the principal Respondent is required to submit the required responses as indicated above.

**The commitments made by the successful Tenderers will be incorporated as a term of the contract and monitored for compliance.**

6. **CONFIDENTIALITY**

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

7. **COMPLIANCE**

The successful Respondent [hereinafter referred to as the Supplier] shall be in full and complete compliance with any and all applicable laws and regulations.

8. **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:

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

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

8.3. Disqualify tender/s submitted after the stated submission deadline [closing date];
8.4. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.

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

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

8.7. Reject all Proposals, if it so decides;

8.8. Withdraw the tender on good cause shown;

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

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

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

8.12. Make no award of a contract;

8.13. Validate any information submitted by Tenderers in response to this bid. This would include, but is not limited to, requesting the Tenderers to provide supporting evidence. By submitting a bid, Tenderers hereby irrevocably grant the necessary consent to Transnet to do so;

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

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

8.16. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;

8.17. 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);

8.18. Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Tenderers or any number of short-listed Tenderers, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document. In the event of any Respondent being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business. 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;

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

8.20. In addition, Transnet reserves the right to exclude any Tenderers from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the competition Act 89 of 1998. Tenderers are required to indicate in tender returnable
[clause 12 on T2.2-43], [breach of law] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

8.21. Transnet reserves the right to award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Bidder/s

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

9. REPEAL OF CONSTRUCTION SECTOR CODES

9.1 The Minister of the Department of Trade and Industry issued a Government Notice No. 184 in the Government Gazette No.39703 on the 17th February 2016, to repeal the Construction Sector Codes.

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

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

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

9.5 All B-BBEE Certificates issued in terms of the Construction Sector Codes prior to the 17 February 2016 will be valid for a period of 12 months from date of issue in line with Statement 005. Such certificates will therefore no longer be accepted.

10. LEGAL REVIEW

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

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

12. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers 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 https://secure.csd.gov.za/. Tenderers are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number................................. and Unique Reference Number..............................

13. TAX COMPLIANCE

13.1 New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Tenderers are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: ______________
Tax Clearance Certificate & TCC Number: ___________ and PIN: ___________

13.2 Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate/tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of “No” to all questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

a) Is the entity a tax resident of the Republic of South Africa (RSA)?

b) Does the entity have a branch/locally registered entity in the RSA?

c) Does the entity have a permanent establishment in the RSA?

d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after
deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?

e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent’s answers to any one (or more) of the questions above changes to a “Yes” at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

14. PROTECTION OF PERSONAL INFORMATION

14.1. In responding to this bid, Transnet acknowledges that it may obtain and have access to Personal information of the Tenderers.

14.2. Transnet agrees that it shall only process the information disclosed by Tenderers in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

14.3. Furthermore, Transnet will not otherwise modify, amend or alter any Personal information submitted by Tenderers or disclose or permit the disclosure of any Personal information to any Third Party without the prior written consent from the Tenderers.

14.4. Similarly, Transnet requires Tenderers to process any personal information disclosed by Transnet in the bidding process in the same manner.

14.5. The detailed mutual duties of Transnet and the Tenderers to protect personal information.

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

Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com
ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND INTENTION TO TENDER
(To be returned within 5 days after receipt)

FAX TO: Transnet Group Capital
Attention: Andile Khuzwayo
Email: Andile.Khuzwayo@transnet.net

Project No.: 3427271
Tender No.: 3427271.002E
Closing Date 28 August 2018


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

REASON FOR NOT TENDERING:

________________________________________

________________________________________

________________________________________

COMPANY'S NAME, ADDRESS, CONTACT, PHONE AND TELEFAX NUMBERS

________________________________________

________________________________________

SIGNATURE: ____________________________

TITLE: __________________________________

September 2016

Page 9 of 9

Part T1: Tendering procedures
T 1.1: Tender Notice and Invitation
T1.2 Tender Data


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

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

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The Employer's Transnet SOC Ltd (Reg No. 1990/000900/30)</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the Employer comprise:</td>
</tr>
<tr>
<td>Part T: The Tender</td>
<td></td>
</tr>
<tr>
<td>Part T1: Tendering procedures</td>
<td>T1.1 Tender notice and invitation to tender T1.2 Tender data</td>
</tr>
<tr>
<td>Part T2: Returnable documents</td>
<td>T2.1 List of returnable documents T2.2 Returnable schedules</td>
</tr>
<tr>
<td>Part C: The contract</td>
<td></td>
</tr>
<tr>
<td>Part C2: Pricing data</td>
<td>C2.1 Pricing instructions C2.2 Bill of Quantities</td>
</tr>
<tr>
<td>Part C3: Scope of work</td>
<td>C3 Works Information</td>
</tr>
<tr>
<td>Part C4: Site information</td>
<td>C4.1 Site information</td>
</tr>
</tbody>
</table>
F.1.4 The Employer’s agent is: Regional Procurement Manager
Name: Matsietsi Ramalitsi
Address: 150 Commissioner Street, 26th Floor Carlton Centre Johannesburg 2000
Tel No. 011 308 1237
E-mail Matsietsi.Ramalitsi@transnet.net

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

1. **Stage One - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:**

   Tenderers must properly complete, duly sign and submit returnable schedule T2.2-48, entitled “Declaration Certificate for Local Production and Content (SBD 6.2 and Annexures C, D & E)”, committing to meet the following stipulated minimum thresholds for local production and content for the following designated sectors as determined by the Department of Trade and Industry (DTI):
   - 90% for Electrical or telecom cables;
   - 100% for Steel value added products; and

   The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of the tender. The rates of exchange quoted by the tenderer in paragraph 4.1 of returnable schedule T2.2-48 (the Declaration Certificate for Local Production and Content for Designated Sectors) may be verified for accuracy. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

   The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI’s official website; http://www.the dti.gov.za/industrial development/ip.jsp

   Any tenderer that fails to meet the minimum stipulated threshold for local production and content will be regarded as an unacceptable tender.
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, for 6EP 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 designation in class of construction work 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 6EP 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.

3. Stage Three – Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity must attend the compulsory clarification meeting in terms F.2.7 below.

4. Stage Four - Functionality:

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

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

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

The minimum qualifying for score for functionality is 60 points.

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register. Tenderers are also required to bring their RFP document to the briefing session and have their
returnable document **T2.2-15 certificate** of attendance signed off by the Employer’s authorised representative.

F.2.12 No alternative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be as an original, plus 1 (One) copy and shall be in the **English Language**.

F.2.13.5 The Employer’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

<table>
<thead>
<tr>
<th>Location of tender box</th>
<th>In the lift foyer of the 26th Floor, Carlton Centre Block Transnet Group Capital</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical address</td>
<td>Transnet Group Capital 150 Commissioner Street Johannesburg, 2000</td>
</tr>
</tbody>
</table>
| Identification details | The tender documents must be submitted labelled with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number: **3427271.002E**
- The Tender Description: **Design, Supply, Construction, Testing and Commissioning of a on the Fly System in Ermelo Yard – Phase 1A**

Documents must be marked for the attention of:

**NAC Secretariat: Mr Thandi Manaswe**

**NO LATE TENDERS WILL BE ACCEPTED**

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

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 The tender offer validity period is **12 weeks** after the closing date.

F.2.18 Provide, on request by the Employer, any other material information that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferring arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for of submission stated in the Employer’s request, the Employer may regard the tender offer as non-responsive.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A valid certified SANAS accredited B-BBEE verification certificate, and
3. Certified Letter of Good Standing with the Workmen’s compensation fund

Note: Refer to Section T2.1 for List of Returnable Documents
F3.11.1  The minimum number of evaluation points for functionality is: **60**

F3.11.3  The procedure for the evaluation of responsive tenders is Method 2 (Price and Preference):

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

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

<table>
<thead>
<tr>
<th>Quality Criteria</th>
<th>Sub-Criteria</th>
<th>Sub-Criteria Point Allocation</th>
<th>Maximum number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>T2.2-2: Programme</strong></td>
<td>The tenderer must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the Employer's requirements and within the stipulated timeframes.</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Milestone dates per discipline per phase;</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>programme to be resource loaded and showing resource histogram;</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Level 2 schedule reflecting the information required in terms of clause31.2 of the NEC 3 ECC</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td><strong>(T2.2-7) Management and CV's of key persons</strong></td>
<td>The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>General experience and Qualifications.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Adequacy for the assignment.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Knowledge of local issues pertinent to the project</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>T2.2-20: Quality Plan</strong></td>
<td>Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>ISO 9001 Certification or Compliance letter.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project Quality plan.</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quality Control Plan.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quality Policy</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>T2.2-21: Environmental Management Plan</td>
<td>The tenderer must provide their environmental management policy detailing the Management's commitment to preventing and controlling environmental impacts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resource allocation</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Practices &amp; Practices indicate clear understanding of intention to meet legislation and the Employers requirements and outline how it will be achieved through the site investigations and design considerations.</td>
<td>3 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compliance of practices and procedures in relation to project needs.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>T2.2-22: Health and Safety Requirements</th>
<th>Submit the following documents as a minimum with your tender:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valid letter of good standing with insurance body</td>
<td>0.5</td>
</tr>
<tr>
<td>Safety, Health &amp; Environmental Policies.</td>
<td>0.5</td>
</tr>
<tr>
<td>Specific Hazard Identification and Risk Assessment (HIRA) on the project's scope.</td>
<td>1</td>
</tr>
<tr>
<td>Construction Safety Work Method Statement</td>
<td>1</td>
</tr>
<tr>
<td>Complete and return with tender documentation the Contractor Safety Questionnaire in the tender document (included in the Project Specific Health and Safety Specification 3427271-001E-SP-0001)</td>
<td>1</td>
</tr>
<tr>
<td>Pricing schedule for H&amp;S requirements for the project as per Specification no. 3427271-001E-SP-0001and make allocations for Health and Safety in the BOQ</td>
<td>1</td>
</tr>
<tr>
<td>Six months synopsis of SHE incidents, description, type and action taken</td>
<td>1</td>
</tr>
<tr>
<td>Health and safety plan based on the Health and Safety Specification 3427271-001E-SP-0001 (incl fall protection plan and SOP).</td>
<td>2</td>
</tr>
<tr>
<td>Roles and responsibilities for legal appointees, cv's and proof of competency: Section 16.2 CEO Delegation Construction Managers, Construction Health and Safety Officer and proof of registration with SACPCMP, Construction Supervisor/s, She Rep/s, First Aider, Risk Assessor, Fall Protection Planner, Excavation Supervisor</td>
<td>2</td>
</tr>
</tbody>
</table>
Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of, their design, installation and commissioning capability.

<table>
<thead>
<tr>
<th>T2.2-25: Previous Experience</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Contractor/ Lead JV Partner</td>
<td>8</td>
</tr>
<tr>
<td>Relevance of experience (Comparable / Similar Projects)</td>
<td>7</td>
</tr>
</tbody>
</table>

The tenderers must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project.

<table>
<thead>
<tr>
<th>T2.2-37: Method Statement</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Order and timing of the construction that will take place in order to provide the works</td>
<td>5</td>
</tr>
<tr>
<td>Indication of how the above will be achieved in terms of the associated policies and procedures and relevant specification described in the tender.</td>
<td>5</td>
</tr>
</tbody>
</table>

The tenderers must list in this schedule all principle criteria and design standards applicable to transformers offer.

<table>
<thead>
<tr>
<th>T2.2-47 Contractor’s Design and Technical Compliance</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>List of Technical Compliance to the specification</td>
<td>20</td>
</tr>
</tbody>
</table>

Maximum score 100

Quality/Functionality shall be scored by not less than three evaluators and averaged in accordance with the following schedules:

- T2.2-2 Programme
- T2.2-7 Management and CVs of Key Persons
- T2.2-20 Quality Plan
- T2.2-21 Environmental Management Plan
- T2.2-22 Health and Safety Requirements
- T2.2-25 Previous Experience
- T2.2-37 Method Statement
- T2.2-47 Contractor’s Design and Technical Compliance

The minimum number of evaluation points for functionality is 60

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

**Note:** Any tender not complying with the above mentioned stipulations, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause F.2.1.
F.3.11.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of \( W_i \) is:

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

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

(Should the BBBEE rating not be provided, Transnet reserves the right to award no points. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. Tenderers with no B-BBEE accreditation will score zero points for preferencing.)

F.3.13 Tender offers will only be accepted if:

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

b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

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

d) the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;

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

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

g) the tenderer fully and properly completes T2.2-34 Supplier Declaration Form

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

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

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

   T2.2-48  **Stage One as per PPPFA: Eligibility Criteria Schedule** - Declaration Certificate of Local Production and Content

   T2.2-59  **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

   T2.2-15  **Stage Three as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at tender clarification meeting

2. These schedules will be utilised for the evaluation purposes:

   T2.2-2   **Evaluation Schedule**: Programme

   T2.2-7   **Evaluation Schedule**: Management and CV’s of key persons

   T2.2-20  **Evaluation Schedule**: Quality Plan

   T2.2-21  **Evaluation Schedule**: Environmental Management Plan

   T2.2-22  **Evaluation Schedule**: Health and Safety Requirements

   T2.2-25  **Evaluation Schedule**: Previous experience

   T2.2-37  **Evaluation Schedule**: Method Statement

   T2.2-47  **Evaluation Schedule**: *Contractor's* Design and Technical Compliance

3. Returnable Schedules:

   T2.2-3   Risk Elements

   T2.2-8   Schedule of proposed Subcontractors/consultants

   T2.2-9   Insurance provided by the *Contractor*

   T2.2-14  Authority to submit tender

   T2.2-16  Record of addenda to tender documents

   T2.2-17  Compulsory Enterprise Questionnaire

   T2.2-27  Broad-Based Black Economic Empowerment and Socio-Economic Obligations

   T2.2-31  Supplier Integrity Pact

   T2.2-33  Mutual Non-Disclosure Agreement

   T2.2-34  Supplier Declaration Form

   T2.2-36  RFP Declaration Form

   T2.2-38  Declaration of Understanding (Environmental and Health & Safety)
4. C1.1: Offer portion of Form of Offer & Acceptance

5. C1.2: Contract Data Part 2: Data by Contractor

7. C2.2: Bill of Quantities
T2.2-48: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2. Regulation 9, (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

\[ LC = \left[ 1 - \frac{x}{y} \right] \times 100 \]

Where

\( x \) is the imported content in Rand
\( y \) is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of \( x \) must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.


1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

2.1. “bid” includes written price quotations, advertised competitive bids or proposals;

2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);

2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. "sub-contract" means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical and Telecom Cables</td>
<td>90%</td>
</tr>
<tr>
<td>Steel Value Added Products</td>
<td>100%</td>
</tr>
</tbody>
</table>

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES [ ] NO [ ]

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.
LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. ..............................................................

ISSUED BY: TRANSNET SOC LTD

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial-development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ................................................................. (full names), do hereby declare, in my capacity as .................................................................(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

<table>
<thead>
<tr>
<th>Price of designated material (electrical Cables) exclusive of VAT</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Price of designated material (Steel Value Added Productstructural Cables) exclusive of VAT</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFPA), 2000 (Act No. 5 of 2000).

SIGNATURE: ___________________________ DATE: ___________________________

WITNESS No. 1 ___________________________ DATE: ___________________________

WITNESS No. 2 ___________________________ DATE: ___________________________
Annex C

Local Content Declaration - Summary Schedule

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Tender description:</th>
<th>Designated product(s)</th>
<th>Tender Authority:</th>
<th>Tendering Entity name:</th>
<th>Tender Exchange Rate:</th>
<th>Specified local content %</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Tender Item no's</th>
<th>List of items</th>
<th>Tender price - each (excl VAT)</th>
<th>Exempted imported value</th>
<th>Tender value net of exempted imported content</th>
<th>Imported value</th>
<th>Local value</th>
<th>Local content % (per item)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C8)</td>
<td>(C9)</td>
<td>(C10)</td>
<td>(C11)</td>
<td>(C12)</td>
<td>(C13)</td>
<td>(C14)</td>
<td>(C15)</td>
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</tbody>
</table>

Note: VAT to be excluded from all calculations

<table>
<thead>
<tr>
<th>Calculation of local content</th>
<th>Tender summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Qty</td>
<td>Total tender value</td>
</tr>
<tr>
<td>(C16)</td>
<td>(C17)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(C20) Total tender value</th>
<th>(C21) Total Exempt imported content</th>
<th>(C22) Total Tender value net of exempt imported content</th>
<th>(C23) Total Imported content</th>
<th>(C24) Total local content</th>
<th>(C25) Average local content % of tender</th>
</tr>
</thead>
</table>

Signature of tenderer from Annex B

Date: ____________________________
### Annex D

**Imported Content Declaration - Supporting Schedule to Annex C**

**Calculation of imported content**

<table>
<thead>
<tr>
<th>Tender Item no/s</th>
<th>Description of imported content</th>
<th>Local supplier</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred landing costs &amp; duties</th>
<th>Total landed cost and VAT</th>
<th>Total exempted value</th>
</tr>
</thead>
<tbody>
<tr>
<td>(01)</td>
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</tr>
</tbody>
</table>

**Summary**

<table>
<thead>
<tr>
<th>Tender QTY</th>
<th>Exempted imported value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Calculation of imported content**

<table>
<thead>
<tr>
<th>Description of imported content</th>
<th>Unit of measure</th>
<th>Local supplier</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred landing costs &amp; duties</th>
<th>Total landed cost and VAT</th>
<th>Total imported value</th>
</tr>
</thead>
<tbody>
<tr>
<td>(033)</td>
<td>(034)</td>
<td>(035)</td>
<td>(036)</td>
<td></td>
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<td></td>
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<td>(044)</td>
</tr>
</tbody>
</table>

**Summary**

<table>
<thead>
<tr>
<th>Description of imported content</th>
<th>Quantity Imported</th>
<th>Total imported value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(045)</td>
<td>(046)</td>
</tr>
</tbody>
</table>

**Calculation of foreign currency payments**

<table>
<thead>
<tr>
<th>Type of payment</th>
<th>Local supplier making the payment</th>
<th>Overseas beneficiary</th>
<th>Foreign currency value paid</th>
<th>Tender Rate of Exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>(047)</td>
<td>(048)</td>
<td>(049)</td>
<td>(050)</td>
<td>(051)</td>
</tr>
</tbody>
</table>

**Summary of payments**

<table>
<thead>
<tr>
<th>Local value of payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>(052)</td>
</tr>
</tbody>
</table>

**Signature of tenderer from Annex B**

Date: __________________________

---

*Note: VAT to be excluded from all calculations*
Annex E

Local Content Declaration - Supporting Schedule to Annex C

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Tender description:</th>
<th>Designated products:</th>
<th>Tender Authority:</th>
<th>Tendering Entity name:</th>
</tr>
</thead>
</table>

**Note:** VAT to be excluded from all calculations

<table>
<thead>
<tr>
<th>Local Products (Goods, Services and Works)</th>
<th>Description of items purchased</th>
<th>Local suppliers</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(E6)</td>
<td>(E7)</td>
<td>(E8)</td>
</tr>
</tbody>
</table>

|                                           | (E9) Total local products (Goods, Services and Works) |

- **(E10)** Manpower costs (Tenderer’s manpower cost)
- **(E11)** Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)
- **(E12)** Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)

**Total local content (E13)**

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: ____________________________
T2.2-59: CIDB Registration

Note to tenderers:
Tenderers are to indicate their CIDB Grading by filling in the table below

<table>
<thead>
<tr>
<th>CRS Number</th>
<th>Status</th>
<th>Grading</th>
<th>Expiry Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 6EP or higher class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status
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 6EP 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.

Signed

Date

Name

Designation

Tenderer

September 2016
T2.2-15: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Tenderer)

of

(address)

was represented by the person(s) named below at the compulsory tender clarification meeting

<table>
<thead>
<tr>
<th>Held at:</th>
<th>Ermelo Transnet Capital Projects Building. Coordinates are 26° 34' 12.07&quot; S 30° 00' 52.82&quot; E</th>
</tr>
</thead>
<tbody>
<tr>
<td>On (date)</td>
<td>Tuesday, 21 August 2018</td>
</tr>
<tr>
<td>Starting time:</td>
<td>10:00 am</td>
</tr>
</tbody>
</table>

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the Employer's Representative to request clarification of the tender documents until no later then five working days before the tender closing time stated in the Tender Data.
**TRANSENT GROUP CAPITAL**
**ENQUIRY NUMBER: 3427271.002E**
**DESCRIPTION OF THE WORKS: DESIGN, SUPPLY, CONSTRUCTION, TESTING AND COMMISSIONING AOF A ON THE FLY SYSTEM IN ERMELA YARD – PHASE 1A.**

---

**Particulars of person(s) attending the meeting:**

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

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

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**Attendance of the above persons at the meeting was confirmed by the procuring organisation’s representative as follows:**

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

<table>
<thead>
<tr>
<th>Capacity</th>
<th>Date &amp; time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Officer</td>
<td>21 August 2018 at 11:00 am</td>
</tr>
</tbody>
</table>

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September 2016

Part T2: Returnable Schedules
T2.2-15: Certificate of Attendance at Tender Clarification Meeting
T2.2-2: Evaluation Schedule: Programme: Pre – Qualifying

Quality (Functionality) Criteria

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. The Tenderer’s attention is drawn to clause 31 of the NEC3 Engineering and Construction Contract (ECC) regarding the items to be shown on a programme.

The programme must be developed in Primavera or MS project and presented in the form of a bar chart and may take into account, but not be limited to, the following:

- Key milestones and completion dates as listed in contract data Part One - "Data provided by the Employer" and be logically linked to activities in the schedule.
- To be "sorted" by activities.
- All activities to be logically tied using the critical path method (CPM).
- All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. Eg weekends as non-working periods.
- A Level 2 Programme is developed electronically and an electronic copy to be supplied with the Tender document. This should be in a Primavera P6 format.
- Against each activity or grouping of activities (i.e. by CWP) the Tenderer indicates its "time risk allowances". These allowances are NOT float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule (i.e. in a code field) or as an attachment.
- Float must be shown
- The starting date and access date
- Provisions for Procurement (long lead items), health and safety, environmental and quality requirements
- Procedures set out in terms of the tender document
- Holding points
- Design period and allow time for evaluation by Client

The Programme to indicate the following as a minimum:

<table>
<thead>
<tr>
<th>Activity Schedule No</th>
<th>Activity description</th>
<th>Start date</th>
<th>Finish date</th>
<th>Preceding activities</th>
<th>Time risk allowances (TRA)</th>
</tr>
</thead>
</table>
The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

The scoring will be as follows:

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Tender has not submitted the required information.</td>
</tr>
<tr>
<td>20</td>
<td>Tender has submitted insufficient information.</td>
</tr>
<tr>
<td>40</td>
<td>Tender shows limited suitability and capacity to meet the project requirements; programme does not show order and timing. Programme duration not realistic. Use of Excel</td>
</tr>
</tbody>
</table>
| 60    | Tenderers has demonstrated reasonable knowledge the development of:  
  - Ability to execute the works in terms of the Employer’s requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.  
  - Schedule showing durations of activities, Planned Start Date & Planned Completion Date  
  - All activities to be logically tied using critical path method (CPM).  
  - Level 2 schedule (in MS project or Primavera)  
  - Estimated project duration is as per contract data (6 months) |
| 80    | Tenderers has demonstrated good knowledge in scheduling:  
  - Ability to execute the works in terms of the Employer’s requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.  
  - Schedule showing durations of activities, Planned Start Date & Planned Completion Date  
  - All activities to be logically tied using critical path method (CPM).  
  - Level 2 schedule that is Cost and Resources loaded.  
  - Estimated project duration is less than 6 months |
| 100   | Tenderers has demonstrated good knowledge in scheduling:  
  - Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches.  
  - Ability to execute the works in terms of the Employer’s requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.  
  - Schedule showing durations of activities, planned start date, planned completion date, completion date & terminal float.  
  - All activities to be logically tied using critical path method (CPM).  
  - Level 2 schedule that is Cost and Resources loaded.  
  - Estimated project duration less than 5 months  
  - Requirements as listed in the NEC3, ECC, clause 31.2 |
The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer
T2.2-20: Quality Management: Functionality Criteria

T2.2-20: Evaluation Schedule: Quality Management: Functionality Criteria

Quality Plan


Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. ISO 9001 Certification or a letter of Compliance by an accredited certification body.

2. Project Quality Plan for the contract which satisfies the technical and quality requirements of the Scope of Works, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements.

3. Quality Control Plan Specific to the Project. The Q.C.P’s shall identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points if applicable.

4. A signed Quality Policy based on International Organisation for Standardisation (ISO 9001) that displays the five key policy requirements. These requirements include:
   1. Is appropriate to the purpose of the organisation,
   2. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
   3. Provides a framework for establishing and reviewing quality objectives,
   4. Is communicated and understood within the organisation, and
   5. Is reviewed for continuing suitability.

Attached submissions to this schedule:

The scoring of the Quality Plan will be as follows:

March 2015
## Quality Management (10)

<table>
<thead>
<tr>
<th>ISO 9001 Certification or Compliance Letter (2)</th>
<th>Project Quality Plan (4)</th>
<th>Quality Control Plan (3)</th>
<th>Quality Policy (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Quality Plan for the contract which satisfies the technical and quality requirements of the Scope of Works, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements.</td>
<td>The Q.C.P's shall identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.</td>
<td>A signed Quality Policy based on International Organisation for Standardisation (ISO 9001:2008) that displays the five key policy requirements.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Score 0</th>
<th>The tenderer has submitted no information.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Score 20</th>
<th>If the contractor is ISO 9001 Certified or has a letter of Compliance, then they will be awarded the allocated points above. If the is no evidence of the Certification or letter of Compliance, then the contractor will be awarded zero points.</th>
<th>Information supplied is totally insignificant/inadequate to satisfy the technical and quality requirements of the Contractors scope of works. Very poor/Inadequate submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.</th>
<th>Information supplied is totally insignificant/inadequate to satisfy the technical and quality requirements of the Contractors scope of works. Very poor/Inadequate information in the Q.C.P.'s identifying all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 of the 5 key policy requirements are recognised and meet the Employer's requirements.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Score 40</th>
<th>If the contractor is ISO 9001 Certified or has a letter of Compliance, then they will be awarded the allocated points above. If the is no evidence of the Certification or letter of Compliance, then the contractor will be awarded zero points.</th>
<th>Poor response/answer/solution lacks convincing evidence, to satisfy the technical and quality requirements of the Contractors scope of works. Poor submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified</th>
<th>Poor response/answer/solution lacks convincing evidence, to satisfy the technical and quality requirements of the Contractors scope of works. Poor information in the Q.C.P.'s identifying all inspection, test and verification requirements to meet Contractual obligations, specifications,</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 of the 5 key policy requirements are recognised and meet the Employer's requirements.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Score 60</td>
<td>If the contractor is ISO 9001 Certified or has a letter of Compliance, then they will be awarded the allocated points above. If the is no evidence of the Certification or letter of Compliance, then the contractor will be awarded zero points.</td>
<td>Satisfactory response/answer/solution to the particular aspect of the requirement. Satisfactory submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.</td>
<td>Satisfactory response/answer/solution to the particular aspect of the requirement. Satisfactory information in the Q.C.P.'s identifying all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.</td>
</tr>
<tr>
<td>Score 80</td>
<td>If the contractor is ISO 9001 Certified or has a letter of Compliance, then they will be awarded the allocated points above. If the is no evidence of the Certification or letter of Compliance, then the contractor will be awarded zero points.</td>
<td>Good response/answer/solution demonstrate real understanding and evidence of ability to meet stated employer’s requirements. Good submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.</td>
<td>Good response/answer/solution demonstrate real understanding and evidence of ability to meet stated employer’s requirements. Good information in the Q.C.P.’s identifying all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.</td>
</tr>
<tr>
<td>Score 100</td>
<td>If the contractor is ISO 9001 Certified or has a letter of Compliance, then they will be awarded the allocated points above. If the is no evidence of the Certification or letter of Compliance, then the contractor will be awarded zero points.</td>
<td>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer’s requirements. Very good submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.</td>
<td>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer’s requirements. Very good information in the Q.C.P.’s identifying all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points</td>
</tr>
</tbody>
</table>
TRANSNET GROUP CAPITAL
ENQUIRY NUMBER: 3427271.002E
DESCRIPTION OF THE WORKS: FABRICATE, SUPPLY, DELIVER, CONSTRUCT, TEST AND COMMISSION A MINI-SUBSTATION WITH ALL REQUIRED ELECTRICAL EQUIPMENT.

Signed

Date

Name

Position

Tenderer
T2.2-21: Evaluation Schedule: Environmental Management Plan:
Pre – Qualifying Quality (Functionality) Criteria

1. The tenderer must provide their environmental management policy and standard environmental management plan describing relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.
   The following documents on attached CD in specifications folder are key -
   1) Transnet SOC Limited – SHEQ Policy,
   2) Transnet Capital Projects – SSHEQ Policy,
   3) TCP-ENV-STD-001 Rev 4 Construction Environmental Management Plan (CEMP); and
   4) TCP-ENV-STD-002 Rev 4 Standard Environmental Specifications (SES).

2. The tenderer must demonstrate the required level of expertise and experience for the overall Management of the construction environmental management process.

3. Organisational charts and key safety, health and environmental (SHE) staff CVs showing staff competencies, together with qualifications.

4. The tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual, including its own environmental management policy, as part of the overall quality management system.

5. Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

6. Signed declaration of Understanding (Environmental and Health & Safety)

7. Signed Company Environmental (or SHE) policy

8. Signed Environmental management plan

The measure of ability of the tenderer to undertake the project and complete it within the environmental specification provided

By signing this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and environmental specifications.
The scoring of the Tenderer’s Environmental Management Plan will be as follows:

<table>
<thead>
<tr>
<th>No response (score 0)</th>
<th>The tenderer has not submitted the required information/ cannot be rated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poor (score 20)</td>
<td>Tenderer shows a poor outstanding understanding of the environmental management requirements.</td>
</tr>
<tr>
<td></td>
<td>Signed declaration of Understanding</td>
</tr>
<tr>
<td></td>
<td>Environmental staff CV(s) showing competency together with qualification and less than 1 year’s relevant/similar experience</td>
</tr>
<tr>
<td></td>
<td>Tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual including its own environmental management policy.</td>
</tr>
<tr>
<td>Less than acceptable (score 40)</td>
<td>Tenderer shows a poor outstanding understanding of the environmental management requirements.</td>
</tr>
<tr>
<td></td>
<td>Signed declaration of Understanding</td>
</tr>
<tr>
<td></td>
<td>Environmental staff CV(s) showing competency together with qualification and less than 1 - 2 year’s relevant/similar experience</td>
</tr>
<tr>
<td></td>
<td>Tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual including its own environmental management policy.</td>
</tr>
<tr>
<td>Acceptable (score 60)</td>
<td>The tenderer shows an acceptable understanding of the Environmental management requirements.</td>
</tr>
<tr>
<td></td>
<td>Signed declaration of Understanding</td>
</tr>
<tr>
<td></td>
<td>Environmental staff CV(s) showing competency together with qualification and 2 to 3 years’ relevant/similar experience</td>
</tr>
<tr>
<td></td>
<td>Tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual including its own environmental management policy.</td>
</tr>
<tr>
<td>Above acceptable (score 80)</td>
<td>The tenderer shows an above acceptable understanding of the Environmental management requirements.</td>
</tr>
<tr>
<td></td>
<td>Signed declaration of Understanding</td>
</tr>
<tr>
<td></td>
<td>Environmental staff CV(s) showing competency together with qualification and 3 to 5 years’ relevant/similar experience</td>
</tr>
<tr>
<td></td>
<td>Environmental management plan provided and covers all requirements.</td>
</tr>
<tr>
<td></td>
<td>Tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual including its own environmental management policy.</td>
</tr>
</tbody>
</table>
management policy. Systems aligned with best practice standards

**Excellent (score 100)**

- Tenderer shows an excellent understanding of the environmental management requirements.

- Signed declaration of Understanding

- Environmental staff CV(s) showing competency together with qualification and more than 5 years' relevant/similar experience

- Environmental management plan provided and covers all requirements.

- Sufficient Budget provided for the implementation of environmental management.

- Tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual including its own environmental management policy. Systems aligned with best practice standards

**Attached submissions to this schedule:**

- ..............................................................

- ..............................................................

- ..............................................................

- ..............................................................

- ..............................................................

Signed __________________________ Date __________________________

Name __________________________ Position __________________________

Tenderer __________________________
T2.2-22: Health and Safety Plan

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Safety, Health & Environmental Policies.
3. Specific Hazard Identification and Risk Assessment (HIRA) on the project's scope.
4. Construction Safety Work Method Statement
5. Pricing schedule for H&S requirements for the project as per Specification no. 3427271-001E-SP-0001 and make allocations for Health and Safety in the BOQ
6. Complete and return with tender documentation the Contractor Safety Questionnaire in the tender document included in the Project Specific Health and Safety Specification 3427271-001E-SP-0001
7. Six months synopsis of SHE incidents, description, type and action taken.
8. Health and Safety Plan based on the Health and Safety Specification 3427271-001E-SP-0001 (incl. fall protection plan & SOPs)
9. Roles and responsibilities for legal appointees, cv's and proof of competency.
   - Sec 16.2 CEO delegation
   - Construction Managers
   - Construction Health and Safety Officer and proof of registration with SACPCMP
   - Construction Supervisor/s
   - SHE Rep/s
   - First Aider
   - Risk assessor
   - Fall protection planner
   - Excavation supervisor
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0.5</td>
<td>Valid letter of good standing with insurance body</td>
</tr>
<tr>
<td>0.5</td>
<td>Safety, Health &amp; Environmental Policies.</td>
</tr>
<tr>
<td>1</td>
<td>Specific Hazard Identification and Risk Assessment (HIRA) on the project's scope.</td>
</tr>
<tr>
<td>1</td>
<td>Construction Safety Work Method Statement</td>
</tr>
<tr>
<td>1</td>
<td>Complete and return with tender documentation the Contractor Safety Questionnaire in</td>
</tr>
<tr>
<td></td>
<td>the tender document (included in the Project Specific Health and Safety Specification</td>
</tr>
<tr>
<td></td>
<td>3427271-001E-SP-0001 and make allocations for Health and Safety in the BOQ.</td>
</tr>
<tr>
<td>1</td>
<td>Pricing schedule for H&amp;S requirements for the project as per Specification no. 3427271-</td>
</tr>
<tr>
<td></td>
<td>001E-SP-0001 and make allocations for Health and Safety in the BOQ.</td>
</tr>
<tr>
<td>1</td>
<td>Six months synopsis of SHE incidents, description, type and action taken.</td>
</tr>
<tr>
<td>2</td>
<td>Health and Safety Plan based on the Health and Safety Specification 3427271-001E-SP-0001</td>
</tr>
<tr>
<td></td>
<td>(incl. fall protection plan &amp; SOPs)</td>
</tr>
<tr>
<td>2</td>
<td>Roles and responsibilities for legal appointees, cv's and proof of competency:</td>
</tr>
<tr>
<td></td>
<td>- Sec 16.2 CEO delegation</td>
</tr>
<tr>
<td></td>
<td>- Construction Managers</td>
</tr>
<tr>
<td></td>
<td>- Construction Health and Safety Officer and proof of registration with SACPCMP</td>
</tr>
<tr>
<td></td>
<td>- Construction Supervisor/s</td>
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<td></td>
<td>- SHE Rep/s</td>
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<td></td>
<td>- First Aider</td>
</tr>
<tr>
<td></td>
<td>- Risk assessor</td>
</tr>
<tr>
<td></td>
<td>- Fall protection planner</td>
</tr>
<tr>
<td></td>
<td>- Excavation supervisor</td>
</tr>
</tbody>
</table>
Attached submissions to this schedule:


Signed

Date

Name

Position

Tenderer
T2.2-37: Method Statement: Evaluation Schedule

Note to tenderers:

Method statement

In addition to general methodology for the project please provide specific information for the following points:

- Method statements in respect of each of the following disciplines: Design, construction, painting, delivery, installation, test, calibration and commissioning.
- A discussion on how the order and timing of the construction will take place in order to Provide the Works.
- An indication of how the above will be achieved in terms of the associated policies and procedures, health and safety, environmental and quality requirements described in the tender document.

Scoring will be as follows:

<table>
<thead>
<tr>
<th>Technical approach and methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td>No response (score 0)</td>
</tr>
<tr>
<td>Poor (score 20)</td>
</tr>
<tr>
<td>Less than acceptable (score 40)</td>
</tr>
<tr>
<td>Acceptable (score 60)</td>
</tr>
<tr>
<td>Above acceptable (score 80)</td>
</tr>
<tr>
<td>Excellent (score 100)</td>
</tr>
</tbody>
</table>

Signed  Date

Name  Position

Tenderer
T2.2-3: Risk Elements

Tenderers to review the potential risk elements associated with the Project. The risk elements are to be listed separately in this Schedule. If No Risks are identified “No Risks” must be stated on this schedule. Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Tenderer</td>
<td></td>
</tr>
</tbody>
</table>
**T2.2-8: Schedule of Proposed Subcontractors**

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

<table>
<thead>
<tr>
<th>Name and address of proposed Subcontractor</th>
<th>Nature and extent of work</th>
<th>Previous experience with Subcontractor</th>
<th>B-BBEE Level</th>
<th>Certificates to be attached</th>
<th>Value of subcontracted Work (excl. 15% Vat)</th>
<th>% Ownership Black Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>6.</td>
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</tr>
</tbody>
</table>

Signed

Date

Name

Position

Tenderer
**T2.2-9: 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.

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

(Other)

Signed __________________________  Date __________________________

Name __________________________  Position __________________________

Tenderer __________________________
T2.2-14: Authority to submit a Tender

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

<table>
<thead>
<tr>
<th>A - COMPANY</th>
<th>B - PARTNERSHIP</th>
<th>C - JOINT VENTURE</th>
<th>D - SOLE PROPRIETOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A. Certificate for Company

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

Signed | Date
-------|------

Name | Position | 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.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Name of firm</th>
<th>Address</th>
<th>Authorising signature, name (in caps) and capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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
T2.2-16: Record of Addenda to Tender Documents

We confirm 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 tender offer:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
</tr>
<tr>
<td>6</td>
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<tr>
<td>7</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed ____________________________  Date ____________________________

Name ____________________________  Position ____________________________

Tenderer ____________________________
T2.2-17: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: .................................................................

Section 2: VAT registration number, if any: ............................................

Section 3: CIDB registration number, if any: ............................................

Section 4: Particulars of sole proprietors and partners in partnerships

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

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

Section 5: Particulars of companies and close corporations

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

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

Tax reference number .................................................................
**Section 6: Record in the service of the state**

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

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

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

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

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

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

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

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

*insert separate page if necessary*
The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

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

ii) confirms that 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 _______________________________
T2.2-27: BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached B-BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPRSA), Act 5 of 2000 and its Regulations. Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

Tenderers are required to complete Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status. Tenders are required to at all times comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

**Note:** Failure to submit a valid and original (or certified copy) as proof of the Tenderer's compliance with the B-BBEE requirements stipulated in Section 8 of this Tender (the B-BBEE Preference Points Claim Form) at the Closing Date of this Tender, will result in a score of zero being allocated for B-BBEE.

The Table below indicates the various options available to Large Enterprises, QSEs and EMEs to verify their B-BBEE status.

<table>
<thead>
<tr>
<th>Enterprise</th>
<th>Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large</td>
<td>Certificate issued by SANAS accredited verification agency</td>
</tr>
</tbody>
</table>
| QSE        | Certificate issued by SANAS accredited verification agency  
Sworn Affidavit (only black-owned EMEs - 51% to 100% Black owned) |
| EME        | Certificate issued by SANAS accredited verification agency  
Sworn Affidavit  
Certificate issued by CIPC (formerly CIPRO  
Auditor or Accounting Officer (only in terms of 2007 Codes) |

5.1 **B-BBEE Joint Ventures or Consortiums**

Tenderers who would wish to respond to this tender as a Joint Venture (JV) or consortium with B-BBEE entities, must state their intention to do so in their tender submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this tender process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

September 2016
Tenders are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this tender will result in a score of zero being allocated for B-BBEE.

5.2 Subcontracting

Transnet fully endorses Government’s transformation and empowerment objectives and when contemplating subcontracting Tenderers are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

- First preference should be given to companies with 100% ownership by designated groups;
- Second preference should be given to companies with less than 100% but greater than 51% ownership by designated groups;
- Final preference should be given to companies with less than 51% ownership by designated groups but are South African owned.

If contemplating subcontracting, please note that a Tenderer will not be awarded points for B-BBEE if it is indicated in its Tender that such Tenderer intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Tenderer qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.

5.3 B-BBEE Improvement Plan

Transnet encourages its Approved List of Service Provider(s) to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan.

In the event that tenderers qualify to be placed on the list of approved EPCM service providers and are awarded a contract by Transnet, they will be requested to indicate the extent to which they

¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans’ Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

September 2016

Part T2: Returnable Schedules
T2.2.27: BBBEE and Socio-Economic Obligations
will maintain or improve their Black Ownership (B.O) element of the B-BBEE status over the contract period to meet the required Transnet target B.O.

Bidders with less than 51% black ownership are requested to commit to transform their business to be at least 51% (fifty one percent) black owned within 1 (one) year. Failure for bidders to comply with this may result in suspension from the list until such time as they improve their black ownership to 51%.

5.4 Supplier Development Initiatives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government’s development objectives for South Africa.

Transnet fully endorses and supports Government’s economic policies through its facilitation of Supplier Development [SD] initiatives. As this (the first phase) RFP is to frame an approved list, there will be a second phase where Transnet will issue individual RFP’s to the market for specific work packages. SD responses will be evaluated as part of the second phase and as such, no SD evaluation will take place in this first phase. The aim of the revised approach to Supplier Development is intended to ensure that TCP maximises the value and impact of Supplier Development initiatives executed on its projects. Bidders are however required to be aware that they will be required to adhere to Supplier Development obligations stipulated by TCP, as and when bids are solicited from the approved list. These obligations may include, but are not limited to, Transnet prescribing the required Joint Venture or Subcontracting portions and value to be added in terms of the contractor and subcontractor agreements (this may include a number of skills development and job creation requirements [please refer to Section 9, paragraph 1.2a for a full list of potential SD requirements]). The intention of this is to ensure that subcontractors add value, improve their skills and increase their experience in order to be able to tender as a standalone party in future engagements.

Transnet reserves the right to use Supplier Development as an objective criterion to justify the award of business to a bidder other than the highest scoring bidder. All Respondents are therefore advised that Transnet may decide at its sole discretion to use SD as an objective criteria on the following basis:

- The extent by which bidders are prepared to exceed the minimum SD prequalification threshold to be stated in each of the subsequent award of work RFP’s.

In order to maximise compliance to SD requirements, the suppliers will be required to submit auditable SD reports against the signed requirements on a project by project basis. Transnet reserves the right to complete audits of these reports as well as the suppliers business to ensure that SD commitments are delivered as agreed.
T2.2-31 Integrity Pact

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

(“Transnet”)

and

The Bidder / Supplier / Service Provider / Contractor (hereinafter referred to as the “Bidder / Supplier”)

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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the “Integrity Pact” which will form part of the Bidder’s / Supplier’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 Bidders / Suppliers 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 Bidder / Supplier 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 Bidders / Suppliers 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 Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.

2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.

2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

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

   a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and

   b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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

g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

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

3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.

3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier 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 Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.

3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

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

3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Bidder/Supplier 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 BIDDING

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

a) has been requested to submit a Bid in response to this Bid invitation;
b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

4.2 The Bidder has arrived at his submitted Bid 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 bidding.

4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;
e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
f) bidding with the intention of not winning the Bid.

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 Bid relates.

4.5 The terms of the Bid as submitted 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.

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

5 DISQUALIFICATION FROM BIDDING PROCESS

5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder’s / Supplier’s application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.

5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier 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 Bidder / Supplier 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 DATABASE OF RESTRICTED SUPPLIERS (BLACKLISTING)

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

6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity’s details will be placed on National Treasury’s Database of Restricted Suppliers for the specified period of exclusion.

6.3 The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a “prima facie” (i.e. on the face of it) case has been established.

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

6.5 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.6 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
c) has carried out any contract resulting from such bid 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.

6.7 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 Register of Tender Defaulters.

6.8 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 Bidder / Supplier 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 Bidder’s / Supplier’s database or any bidding process.

7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)
8 SANCTIONS FOR VIOLATIONS

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

a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;

c) Recover all sums already paid by Transnet;

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

e) Cancel all or any other contracts with the Bidder / Supplier; and

f) Exclude the Bidder / Supplier from entering into any bid 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 bidding / 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 bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:

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 Bidder / Supplier 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 Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 supplier make a false statement either in giving evidence or on an affidavit;

c) **Scurrilous allegations**: where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

d) **Abuse of court process**: when a supplier abuses the court process in order to gain a competitive advantage during a bid 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 bidding 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 Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers 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.

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T2.2-33: Mutual 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 Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,

and

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

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of planning, developing and/or Design, Supply, Construction, Testing and Commissioning of a on the fly system in Ermelo Yard – Phase 1A (the Purpose”). Each party (“the receiving party”) shall treat as confidential all information and know-how which it may receive from the other party (“the disclosing party”) in terms of this Agreement (hereinafter referred to as “confidential information”), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

“Confidential Information” means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

3. Exclusions

Confidential Information does not include information, technical data or know-how which:

3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure;

3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;

3.3. is developed by the receiving party through its independent resources without reference to the disclosing party’s Confidential Information;

3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or

3.5. is approved for release by the disclosing party in writing.
4. Non-Disclosure of Confidential Information

4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.

4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

5. Promotion of Access to Information Act, No.2 of 2000

5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.

5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").

5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

5.4. The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

6. Non-Solicitation

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.
7. Mandatory Disclosure

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

8. Variation, Addition or Cancellation

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

9. No License Granted

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party’s Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

10. No Representations

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party’s use of Confidential Information provided hereunder.

11. Term

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

12. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.
14. Disputes

Any dispute or difference arising out of or relating to this Confidentiality Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party’s business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed

Date

Name

Position

Tenderer
T2.2-34: SUPPLIER DECLARATION FORM

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 A to the Transnet Official who is intending to procure your company’s services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

7. As per the communiqué dated 04 March 2016 addressed to the Members of the IRBA, as of 30 September 2016, the IRBA will no longer be the ‘Approved Regulatory Body’ as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).
**APPENDIX A**

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

<table>
<thead>
<tr>
<th>Company Trading Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Registered Name</td>
<td></td>
</tr>
<tr>
<td>Company Registration No Or ID No If a Sole Proprietor</td>
<td></td>
</tr>
<tr>
<td>Company Income Tax Number</td>
<td></td>
</tr>
<tr>
<td><strong>Form of Entity</strong></td>
<td><strong>CC</strong></td>
</tr>
<tr>
<td>Non-profit (NPO's or NPC)</td>
<td>Personal Liability Co</td>
</tr>
<tr>
<td>Educational Institution</td>
<td>Specialised Profession</td>
</tr>
</tbody>
</table>

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 (NPO's or NPC) | Personal Liability Co | State Owned Co | National Govt | Provincial Govt | Local Gov |
| Educational Institution | Specialised Profession | Financial Institution | Joint Venture | 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 |  |
| Company Postal Address |  |
| Company Telephone number |  |
| Company Fax Number |  |
| Company E-Mail Address |  |
| Company Website Address |  |
| Company Contact Person Name |  |
| Designation |  |

September 2016
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 | <r10 million | >r10 million | <r50 million | >r50 million
---|---|---|---|---
does your company have a valid b-bbee certificate? | yes | no
please indicate your broad based bee status (level 1 to 9)
---|---|---|---|---|---|---|---|---|---
1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9
majority race of ownership
---|---|---|---|---
% black ownership | % black women ownership | % black disabled person(s) ownership | % black youth ownership
% white ownership | % indi. ownership | % coloured ownership
please note: please provide proof of b-bbee status as per appendix c. if you qualify as an eme or qse then provide an affidavit following the templates provided in appendix c and d respectively. if you have indicated black disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician’s letterhead, confirming the disability. a certified south african identification document will be required for all black youth ownership.

**supplier development information required**

empowering supplier | yes | no
---|---|---
first time supplier | yes | no
supplier development plan | yes | no
development plan document | * if yes- attach supporting documents
enterprise development beneficiary | yes | no
supplier development beneficiary | yes | no
graduation from ed to sd beneficiary | yes | no
enterprise development recipient | yes | no

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 and surname  designa
signature  date

stamp and signature of commissioner of oaths

name and surname  date
APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: ____________________________

Designation: ____________________________

Date: ____________________________

Commissioner of Oaths

Thus signed and sworn to before me at ____________________________ on this the ______ day of ____________________________ 20______.

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

Commissioner of Oaths
TRANSEN GROUP CAPITAL
ENQUIRY NUMBER: 3427271.002E
DESCRIPTION OF THE WORKS: FABRICATE, SUPPLY, DELIVER, CONSTRUCT, TEST AND COMMISSION A MINI-
SUBSTATION WITH ALL REQUIRED ELECTRICAL EQUIPMENT.

APPENDIX C

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

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

<table>
<thead>
<tr>
<th>Identity number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Hereby declare under oath as follows:

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

<table>
<thead>
<tr>
<th>Enterprise Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trading Name (If Applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Registration Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Enterprise Physical Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nature of Business:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Definition of “Black People”</th>
</tr>
</thead>
<tbody>
<tr>
<td>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</td>
</tr>
</tbody>
</table>

3. I hereby declare under Oath that:

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

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

- The enterprise is _________% Black Youth owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
TRANSNET GROUP CAPITAL
ENQUIRY NUMBER: 3427271.002E
DESCRIPTION OF THE WORKS: FABRICATE, SUPPLY, DELIVER, CONSTRUCT, TEST AND COMMISSION A MINI-SUBSTATION WITH ALL REQUIRED ELECTRICAL EQUIPMENT.

- The enterprise is ___________% black disabled owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

- The enterprise is ___________% by Black people living in rural and under developed areas as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

- The enterprise is ___________% by military veterans as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

- Based on the management accounts and other information available for the _______ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature
........................................................................................................

Date
........................................................................................................

Commissioner of Oaths

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

Name & Surname

.......................................................... Signature & Stamp

September 2016

Page 7 of 9

Part T2: Returnable Schedules
T2.2-34: Supplier Declaration Form-V 8.1
SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned, ________________________________

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

Hereby declare under oath as follows:

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

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

<table>
<thead>
<tr>
<th>Definition of “Black People&quot;</th>
<th></th>
</tr>
</thead>
</table>
| As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –
(a) Who are citizens of the Republic of South Africa by birth or descent; or
(b) Who became citizens of the Republic of South Africa by naturalization-
   | Before 27 April 1994; or
   | ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date |

3. I hereby declare under Oath that:
   - The Enterprise is ________% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is ________% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
The enterprise is __________ % Black Youth owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The enterprise is __________ % black disabled owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The enterprise is __________ % by Black people living in rural and under developed areas as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The enterprise is __________ % by military veterans as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of __________________, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

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

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

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

Deponent Signature

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

Date

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

Commissioner of Oaths

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

Name and Surname

Signature & Stamp
T2.2-36: TENDER DECLARATION FORM

NAME OF COMPANY: ____________________________________________

We ____________________________ do hereby certify that:

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

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

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

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

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

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

ADDRESS: __________________________________________

Indicate nature of relationship with Transnet:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Tenderers" overleaf).

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.

SIGNED at ___________________________ on this ___ day of ___________ 20___

<table>
<thead>
<tr>
<th>For and on behalf of</th>
<th>AS WITNESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td>--------------</td>
</tr>
<tr>
<td>duly authorised thereto</td>
<td>Name:</td>
</tr>
<tr>
<td>Name:</td>
<td>Position:</td>
</tr>
<tr>
<td>Position:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Place:</td>
<td></td>
</tr>
</tbody>
</table>

September 2016

Page 2 of 2 Part T2: Returnable Schedules

T2.2-36: TENDER Declaration Form
T2.2-38 : DECLARATION OF UNDERSTANDING

<table>
<thead>
<tr>
<th>PROJECT NAME:</th>
<th>DOCUMENT NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT NO:</td>
<td>DATE:</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>CONTRACT NO:</td>
</tr>
</tbody>
</table>

I,

(Name) (Designation)

(Representing)

Declare that I have read and understand the contents of the Construction Environmental Management Plan (ENV-STD-001 Rev02) refer to Annexure C – Environmental, and associated documents for the above mentioned Project and Contract.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Witness 1:

Signature Date

Witness 2:

Signature Date
T2.2-40: Returnable Schedule - Transnet Supplier Development

1.0 Aim and Objectives:

Historically in South Africa there has been a lack of investment in infrastructure, skills, capability and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path (NGP) developed in 2010 aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa. The key focuses of the NGP include:

- Increasing employment intensity of the economy;
- Increasing the responsiveness of infrastructure and addressing competitiveness;
- Balancing spatial development of rural areas and poorer provinces;
- Reducing the carbon intensity of the economy;
- Creating opportunities in changing regional and global environments, and
- Enabling transformation that benefits a wider range of social actors in society e.g. workers, rural communities, women etc.

Transnet, as a State Owned Company (SOC) plays an important role to ensure these objectives are met. Therefore, the purchasing of goods and services needs to be aligned to government objectives of developing and transforming the local supply base. Transnet’s mission is to transform its supplier base by engaging in targeted supplier development (SD) initiatives to support localisation and industrialisation whilst providing meaningful opportunities for black South Africans with a particular emphasis on:

- Youth;
- Black women;
- Small businesses;
- People with disabilities.

2.0 Tenderer Requirements:

Failure to submit and comply with the eligibility criteria relating to F2.1 of tender data will result in a tender being disqualified or being deemed non responsive.

3.0 Supplier Development:

To aid its implementation of SD, Transnet has adapted an existing framework from the Department of Public Enterprises (DPE). This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier development initiatives aim to build local suppliers that are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC³) Supplier Development Classification Matrix. For a detailed understanding of the IC³ Matrix, the respective SD initiatives and their objectives please refer to Transnet’s SD Guideline Document for completion of the SD Plan in Annexure A. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC³ Matrix. This tender has been identified as a Focused which involves lower industrial leverage and high value.
Transnet fully endorses and supports Government’s New Growth Path Policy which aims to create five million jobs by the year 2020. Accordingly, the consultant shall submit Supplier Development Plan demonstrating their commitment and support to the New Growth Path Policy and how an appointment in terms of this agreement would assist the policy in achieving its objectives.

The table below sets out the categories that the comprehensive Supplier Development Plan should contain.

The following Supplier Development (SD) focus areas have been identified which forms part of the evaluation criteria, namely:

<table>
<thead>
<tr>
<th>Job Creation</th>
<th>15%</th>
<th>The increase in the number of jobs, by the Consultant, as a result of the award of business from Transnet.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Spend</td>
<td>40%</td>
<td>Specifically to industrial capability building that focuses on value-add activities of the local industry through manufacturing or service-related functions.</td>
</tr>
<tr>
<td>Local Economic development</td>
<td>10%</td>
<td>Future skills transfer within the industry, with an emphasis on the accumulation of the knowledge and experience, which will occur as a result of the transaction.</td>
</tr>
<tr>
<td>Small Business Development</td>
<td>35%</td>
<td>The encouragement of growth and expansion of emerging microenterprises, qualifying small enterprises and start-ups through procurement and support mechanisms provided by the potential Contractor.</td>
</tr>
</tbody>
</table>

In response to this tender all tenderers are required to submit an appropriate SD Plan. Annexure A provides a SD Guideline Document for completion of the SD Plan.

This is to be developed in the format provided in Annexure B which will represent a binding commitment on the part of the successful tenderers. The SD Plan should outline the type of activities the tenderer intends embarking upon should they be awarded the contract. This plan should provide an overview of what they intend to achieve and the mechanisms through which they will achieve their objectives.

Annexure B further indicates the detailed areas which need to be completed for each of the evaluation criteria listed above. The tenderer is required to address each aspect detailed in this document and indicated in Annexure B as a minimum in their submission. This list is not exhaustive and the tenderer must not be limited to these areas when completing each section. The tenderer must provide supported calculations on how the Estimated Rand Values (ZAR) are derived.
SD Plan Document: Your SD Plan constitutes an offer to perform all SD commitments at the price indicated in Annexure B and will represent a binding commitment at Contract Date (Refer to as per the additional conditions of the contract (Z1.1–Z1.8) found in the contract data (C1.2))

Attached herewith the following documentation:

- **SD Plan Guideline Document – Annexure A**

This document must be used as a guideline to complete the SD Plan Document.

- **SD Plan Template – Annexure B**

Note:

- Should a JV be envisaged, the principal respondent is required to submit the required response as indicated above.

Signed ___________________________ Date ___________________________

Name ___________________________ Designation ___________________________

Tenderer ___________________________
Annexure A

GUIDELINES FOR COMPLETION OF A SUPPLIER DEVELOPMENT PLAN

TABLE OF CONTENTS

1 WHAT IS SUPPLIER DEVELOPMENT? ................................................................. 5
2 BACKGROUND AND GUIDANCE ON THE SUPPLIER DEVELOPMENT OBJECTIVES FOR SOUTH AFRICA ...... 5
3 TRANSNET’S SUPPLIER DEVELOPMENT OBJECTIVES .............................................. 6
4 RESPONSE BASED ON THE IC3 MATRIX QUADRANTS ........................................... 7
5 SUPPLIER DEVELOPMENT CATEGORY DEFINITIONS AND HIGH LEVEL DESCRIPTIONS .................... 10
6 MARKET INTELLIGENCE ASSISTANCE ............................................................... 14
7 GOVERNMENT POLICY DOCUMENTS ................................................................ 15
8 OTHER REFERENCE WEBSITES ........................................................................ 15
GLOSSARY OF WORDS ...................................................................................... 16

Note
For the purposes of this document, any reference to a/the “Service Provider” shall be construed to mean a reference to a Respondent (in terms of this RFT) and/or to a successful Respondent (to whom the business is to be awarded), as so indicated by the context hereinafter.
WHAT IS SUPPLIER DEVELOPMENT?
The Supplier Development (SD) Programme is an initiative of the Department of Public Enterprises (DPE) supported by Transnet. The aim of SD is to increase the competitiveness, capacity and capability of the South African supply base where there are comparative advantages and potential competitive advantages of local or regional supply. This can be achieved through skills transfer, increasing the local content of items procured, as well as building new capability in the local supplier base. In addition, SD has its roots grounded firmly around the transformation of South Africa and the empowerment of previously disadvantaged individuals and enterprises.

BACKGROUND AND GUIDANCE ON THE SUPPLIER DEVELOPMENT OBJECTIVES FOR SOUTH AFRICA
As a developing economy with inherent structural and social imbalances, South Africa is facing the significant economic challenge of increasing growth in a manner that includes all South Africans. The historical lack of investment in infrastructure in South Africa has had significant negative impacts on local industry, resulting in a loss of key skills and a decrease in manufacturing industry capabilities. To respond to this, Government policies have been designed to address these imbalances and to act as a catalyst of change for the benefit of South Africa.

One of these Government policies, the New Growth Path (NGP) aims to enhance growth, employment creation and equity by reducing the dependencies of South African industries on imports, and promoting the development of skills and capabilities that are in short supply within the country. It identifies strategies that will enable South Africa to grow in a more equitable and inclusive manner and promotes the development of new industry to attain South Africa’s developmental agenda.

Transnet’s SD is closely aligned to the NGP objectives and as a result is able to fulfil its commitment to sustainability within South Africa whilst at the same time addressing other corporate objectives, including increasing productivity and efficiency, volume growth, capital investment, financial stability, funding, human capital, SHEQ regulatory compliance and improving customer service.

The combined objectives of Transnet and Government can be realised through:

- Aggressively implementing capital investment plans which will result in competitive local industries;
- Improving operational efficiency;
- Using procurement to influence the development of the local supplier industry; and
- Ensuring it creates sufficient opportunities for the participation of previously disadvantaged groups in the economy.

This will lead to Transnet achieving its long-term objective of increasing both shareholder and societal value using its procurement expenditure to ensure local development through sustainable localisation of its supply chain, and the inclusion of the previously disadvantaged individuals in the economy in a manner that is beneficial to Transnet, South African industry, and the population of South Africa. As a result this State Owned Company (SOC) is able to fulfil its responsibility as the biggest player in the South African freight logistics chain whilst complementing the objectives of Government.
TRANSPORT GROUP CAPITAL
ENQUIRY NUMBER: 3427271.002E
DESCRIPTION OF THE WORKS: DESIGN, FABRICATE, DELIVER, CONSTRUCT, INSTALL, TEST AND COMMISSION A MINI-SUBSTATION WITH ALL REQUIRED ELECTRICAL EQUIPMENT.

TRANSPORT'S SUPPLIER DEVELOPMENT OBJECTIVES
To aid its implementation of SD, Transnet has adapted an existing framework from the DPE. This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier Development initiatives aim to assist local suppliers in developing their competitive advantage through increasing their capability and capacity potential. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC3) Supplier Development Classification Matrix.

This contract encapsulates the types of SD opportunities which Transnet currently considers effective and allows Transnet to move its SD structure away from a dynamic policy environment towards a contract that is designed around general Supplier Development objectives. This enables Transnet to adopt a standard structure but also allows the flexibility to reconsider emphasis on certain aspects as objectives change. The IC3 Matrix (refer to Figure 1 below) categorises SD opportunities in a matrix based on their value, extent of industrial leverage and strategic importance to Transnet. Further categorisation of opportunities into the relevant quadrants is based on supplier-buyer power, industrial complexity, risk and the length of procurement period.

![IC3 Supplier Development Classification Matrix](image)

**Value Leverage** refers to transactions where the financial scale of the transaction allows the buyer the opportunity to negotiate supplier development.

**Industrial Leverage** refers to transactions whereby the nature of the procurement is such that the scale and the industrial complexity of the item being purchased allows for local supply chain development around a particular industry.

**Strategic Importance to Transnet** refers to the extent to which the product to be procured has a impact on Transnet's core business.

**Programmatic**
Programmatic initiatives follow a longer than normal planning horizon and generally exceed the funding capacity of Transnet's balance sheet. They are identified either in the Industrial Policy Action Plan II (IPAP II) or through the SOC as a strategic fleet. Collaboration between the SOC and Government is achieved through focused task teams whereby infrastructure development and industrialisation is achieved through joint support and in some cases public spending. Investment is focused in plant, technology and skills in both intermediate and advanced capabilities to develop competitive advantage.

Figure 1: The IC3 Supplier Development Classification Matrix

In order for Service Providers to successfully meet the needs of a particular initiative, a detailed understanding of each quadrant is required.
TRANSNET GROUP CAPITAL
ENQUIRY NUMBER: 3427271.002E
DESCRIPTION OF THE WORKS: DESIGN, FABRICATE, DELIVER, CONSTRUCT, INSTALL, TEST AND
COMMISSION A MINI-SUBSTATION WITH ALL REQUIRED ELECTRICAL EQUIPMENT.

Strategic
Strategic initiatives follow a three to five year planning horizon, involving investment in at least
plant, technology and/or skills in intermediate capabilities. This enforces the need for multinational
corporations and Original Equipment Manufacturers (OEMs) to develop a certain percentage of their
products locally. Strategic initiatives can therefore be used to achieve localisation objectives by
increasing the competitiveness, capability and efficiency of local suppliers. Strategic initiatives can
sometimes focus on advanced capabilities but will in most cases require Government support to
develop local capability.

Focused
Focused initiatives include all high value transactions with limited industrial leverage and medium to
low strategic importance. These initiatives address short to medium-term contracts that can be
leveraged to encourage Supplier Development, with a focus on investment in technology or skills to
enhance existing local capability. Emphasis will largely be placed on benefiting previously
disadvantaged individuals. The overall result improves the socio-economic environment by creating
competitive local suppliers and furthers objectives of empowerment, transformation and regional
development.

Small Enterprise Development
Small Enterprise Development initiatives are typically of low value and have no industrial leverage as
they are characterised by typically low complexity goods and high competition. These initiatives
concentrate on increasing the capability of small local suppliers and are targeted toward historically
disadvantaged individuals and communities, providing basic skills development and improving local
employment and quality job creation. It includes a wide range of non-financial services that help
entrepreneurs start new business and grow existing ones.

RESPONSE BASED ON THE IC3 MATRIX QUADRANTS
Based on the supplier-buyer power, industrial complexity, risk and the length of procurement period, the Service
Provider is expected to formulate a SD Plan to identify the opportunities that it will pursue. Ideally the SD Plan
should address factors that are specific to the applicable quadrant of the IC3 matrix.

Transnet has identified a number of opportunities which may aid a Service Provider in formulating its response
based on each quadrant. Each of the opportunities identified by the Service Provider should have a direct or
indirect effect on the value it creates for the country in order to maximise the socio-economic impact.
Figure 2: Transnet value capture through supplier influence

Programmatic

The strategic objective of “Programmatic transactions” is to assist Government to achieve its industrialisation objectives through the development of the local supplier base, in order to increase the cost efficiency of SOE procurement, support and maintenance programmes. In order to satisfy this objective a number of focus areas and key outcomes have been identified:

**Programmatic Focus Areas**
- Technology transfer;
- Skills development related to the manufacturing process and the industry;
- Development of new technology and innovation;
- Investment in plant;
- Development of local companies aligned to empowerment objectives.

**Key Outcomes**
- Industrialisation/localisation;
- Technology transfer;
- Skills development.

Strategic

The main objective of Strategic transactions is to leverage local downstream suppliers through large-scale SOE procurement in order to develop a competitive local supplier base. In response to these objectives the following are the specific focus areas and key outcomes applicable:
Strategic Focus Areas -
- Transfer of technology and innovation to local suppliers from foreign OEM’s;
- Skills development related to the industry;
- Development of local companies aligned to empowerment objectives.

Key Outcomes -
- Localisation;
- Increased technology transfer;
- Skills development;
- Job creation.

Focused
Focused initiatives assist local suppliers to improve their performance, enhance their existing production and skills capabilities with emphasis being placed on benefiting previously disadvantaged individuals and rural development. In order to satisfy these objectives a number of focus areas and key outcomes have been identified:

Focused Focus Areas -
- Developing a local supplier base that supports preferential procurement outcomes;
- Developing skills within the specific industry;
- Creating opportunity for jobs;
- Reducing income inequality in specific regions.

Key Outcomes -
- Empowerment;
- Skills development;
- Rural development;
- Job creation.

Small Business Development
Enterprise Development (ED) objectives are centred around assisting local suppliers to improve their skills by placing increased emphasis on benefiting previously disadvantaged individuals and rural development in line with the Broad-Based Black Economic Empowerment (B-BBEE) strategy. The following focus areas and key outcomes have been identified:

Small Business Development Focus Areas -
- Providing small businesses with opportunities and preferential trading terms, increased focus on black woman-owned enterprises, focus on the youth, people with disabilities and region- specific initiatives;
- Empowering previously disadvantaged individuals to create their own businesses resulting in quality job creation.
ENQUIRY NUMBER: 3427271.002E
DESCRIPTION OF THE WORKS: DESIGN, FABRICATE, DELIVER, CONSTRUCT, INSTALL, TEST AND COMMISSION A MINI-SUBSTATION WITH ALL REQUIRED ELECTRICAL EQUIPMENT.

**Key Outcomes** -
- Empowerment;
- Rural development;
- Skills development;
- Job creation.

Based on these focus areas and key outcomes, a Service Provider would need to actively focus on the quadrant-specific requirements in order to maximise the potential commercial benefit for Transnet, South Africa and themselves. In doing so value can be created across all lines of reporting resulting in continued relations.

**SUPPLIER DEVELOPMENT CATEGORY DEFINITIONS AND HIGH LEVEL DESCRIPTIONS**

**Industrialisation**
Refers specifically to industrial capability building that will result in globally leading capabilities developed within South Africa.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value of investment in plant</td>
<td>Quantification of the monetary value invested in machinery, equipment and/or buildings as a result of this RFP</td>
</tr>
<tr>
<td>Percentage of local spend utilised in the investment of plant</td>
<td>Percentage value invested in machinery, equipment and/or buildings that are sourced from local companies</td>
</tr>
<tr>
<td>Reduction in import leakage</td>
<td>A percentage indication of the increase in locally supplied products and therefore the resultant decrease in imports as a result of the award of a contract</td>
</tr>
<tr>
<td>Potential increase in export content</td>
<td>The percentage increase in exports that will result from increased industrial capability locally in relation to the award of a contract</td>
</tr>
</tbody>
</table>

**Regional Spend**
Refers specifically to industrial capability building that focuses on value-add activities of the local industry through manufacturing or service-related functions.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value of local parts in relation to a bill of materials</td>
<td>Planned monetary value of the local parts utilised in a bill of materials (as a percentage of the total spend)</td>
</tr>
<tr>
<td>Value spent on local suppliers</td>
<td>Planned percentage monetary value spend on procurement of goods and services from SA suppliers</td>
</tr>
</tbody>
</table>
Number of local suppliers in the supply chain | Number of South African suppliers that are to be utilised in the fulfilment of a contract

**Technology transfer/sustainability**

Technology improvements are intangible assets with significant economic value. The Service Provider will be measured on its plan to transfer knowledge and IP to contribute towards capability building of the local supply base, which ultimately leads to improved efficiency and capability. Plans to assist in this by a Service Provider must be assessed to enable the local supply base to potentially export its newly-acquired technological know-how, thereby decreasing capital leakage.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technology transfer including:</td>
<td></td>
</tr>
<tr>
<td>➢ Methods of manufacturing</td>
<td>➢ Introduction of a new/improved method of manufacturing</td>
</tr>
<tr>
<td>➢ Introduction of new technologies</td>
<td>➢ Provision of new technologies:</td>
</tr>
<tr>
<td></td>
<td>☐ For processes</td>
</tr>
<tr>
<td></td>
<td>☐ ICT</td>
</tr>
<tr>
<td>➢ IP transfer (number and value)</td>
<td>➢ The provision of patents, trademarks and copyrights</td>
</tr>
</tbody>
</table>

Number of local suppliers to be evaluated for integration into the OEM supply chain | An indication of the number of South African suppliers that an OEM/Service Provider plans to evaluate for possible inclusion into its supply chain, should it meet the requirements

**Skills Development**

Indicates the company’s commitment to education and whether that fits in with targeted groups (artisans, technicians, etc.). Consideration needs to be directed towards the adequate quality and value of skills so developed in order to allow for better evaluation in line with Government’s objectives.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of downstream supply chain individuals to be trained including:</td>
<td>Number of individuals that the Service Provider plans to train in the local industry over the contract period; training undertaken in the previous year will be taken into account</td>
</tr>
<tr>
<td>• Number of artisans trained</td>
<td></td>
</tr>
<tr>
<td>• Number of technicians trained</td>
<td></td>
</tr>
<tr>
<td>• Number of black people trained</td>
<td></td>
</tr>
<tr>
<td>• Total number of people trained</td>
<td></td>
</tr>
<tr>
<td>Number of company employees to be trained</td>
<td>Number of individuals within the company (in South Africa) that the Service Provider plans to train over the contract period; training undertaken in the previous year will not be taken</td>
</tr>
</tbody>
</table>
### Criteria | Description
---|---
| into account as past employee training appears in the skills development pillar of the B-BBEE scorecard; criteria broken down as for industry training above |
| Certified training (yes/ no) | Compliance with local and/or international skills accreditation |
| Rand value spent on training | Total planned monetary value spend (as a % of contract value) on skills development/training for the contract period within the industry; money spent in the previous year will be included in year 1 to make allowance for Service Providers who have just completed a training drive within the industry |
| Number of bursaries/ scholarships (specify field of study) | The number of higher education bursaries/scholarships provided in the previous year and planned for the length of the contract |
| Number of apprentices (sector must be specified) | The number of apprentices that the Service Provider plans to enlist during the course of the contract |
| Investment in Schools in specific sectors e.g. engineering | The monetary value that the Service Provider is prepared to invest in the development and running of schools to increase technical skills development |

### Job creation

Allows assessment of Government’s objectives to increase labour i workers and the youth.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Desc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of jobs created including:</td>
<td>Number of jobs to be cr</td>
</tr>
</tbody>
</table>
the contract

- New skilled jobs created
- New unskilled jobs created
- Number of jobs created for youth

Jobs for people who have undergone training in and/or outside the work environment and are in possession of a minimum level of secondary qualification
Jobs for people who have not undergone any formal training or from whom no minimum level of education is required
Jobs created for individuals aged 16 – 30 years

Small Business Promotion
These criteria give an indication of the Service Provider’s commitment to developing small business in line with NGP and B-BBEE requirements.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage procurement from:</td>
<td>Refers to the planned procurement from small business as a % of the total planned procurement spend</td>
</tr>
<tr>
<td>- QSEs</td>
<td></td>
</tr>
<tr>
<td>- EMEs</td>
<td></td>
</tr>
<tr>
<td>- Start-ups</td>
<td></td>
</tr>
<tr>
<td>Non-financial support provided to small business</td>
<td>Service Providers will be credited for each non-financial ED support that they are planning to give to small business e.g. Professional support; employee time allocated to assisting small business</td>
</tr>
<tr>
<td>Financial support provided to small business</td>
<td>Service Providers will be credited for each financial ED support initiative that they are planning to undertake during the contract period e.g. Shorter payment terms; interest free loans</td>
</tr>
<tr>
<td>Joint ED initiatives with Transnet</td>
<td>The number of ED initiatives that the Service Provider will jointly run with Transnet:</td>
</tr>
<tr>
<td>- That are aligned to Transnet’s objectives</td>
<td></td>
</tr>
<tr>
<td>- That are non-financial in nature</td>
<td></td>
</tr>
</tbody>
</table>

Rural Development/Integration
The Service Provider’s planned use of local labour and business will contribute to Governments NGP objectives and result in supply chain efficiencies. Commitment to rural development will result in the alleviation of poverty and thereby contribute to development objectives. The development must be sustainable in order to have a long-term and meaningful impact.
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of local employees</td>
<td>Number of people employed from within the town/city of operation</td>
</tr>
<tr>
<td>Value spent on local business</td>
<td>Monetary value spent on business within the town/city of operation</td>
</tr>
<tr>
<td>Proximity of business to operations</td>
<td>The locality of the business in relation to operations, preference is given for regional (provincial) locality</td>
</tr>
<tr>
<td>Number of rural businesses to be developed</td>
<td>The number of rural businesses that the Service Provider plans to develop as a result of the contract</td>
</tr>
<tr>
<td>Value of development to local community (sustainable)</td>
<td>The monetary value spent on rural community development that will result in long-term social improvements</td>
</tr>
</tbody>
</table>

**Market Intelligence Assistance**

Service Providers with limited knowledge of the local market, supply base and its capabilities may require assistance in identifying local suppliers and the development needs in order to develop its SD plan. The United Nations Industrial Development Organisation (UNIDO) supplies a benchmarking service in South Africa which will be able to assist Service Providers in identifying potential local suppliers with which to work. In addition, this service will provide insight as to the type of support that these local suppliers require in order to become more competitive. UNIDO’s benchmarking tool gives insight into the performance levels being seen in Service Providers’ businesses and the practices used to deliver the products or services being offered. The benchmarking tool focuses on:

Performance data relating to -
- Financial performance
- Customer data
- Processes
- Learning & growth

Company’s current business situation -
- Plans for the business and capabilities to manage their fulfilment
- Ability to generate business
- Employee relationships
- Developing new markets
- Developing products and services
- Managing money

The UNIDO benchmarking tool provides a basic framework through which an understanding of the South African market can be established. Whilst the list of criteria may not be exhaustive, Service Providers are free to meet with UNIDO to further understand how they can work together to develop a deeper understanding of the market and the SD opportunities available.
GOVERNMENT POLICY DOCUMENTS

NIPP  http://www.thedti.gov.za/industrial_development/nipp.jsp

OTHER REFERENCE WEBSITES

<table>
<thead>
<tr>
<th>References</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Public Enterprise (DPE)</td>
<td><a href="http://www.dpe.gov.za">www.dpe.gov.za</a></td>
</tr>
<tr>
<td>United Nations Industrial Development Organisation (UNIDO)</td>
<td><a href="http://www.unido.org/spx">www.unido.org/spx</a></td>
</tr>
</tbody>
</table>
GLOSSARY OF WORDS

Broad-Based Black Economic Empowerment (B-BBEE)

A South African legal requirement that require all entities operating in the South African economy to contribute to empowerment and transformation.

Enterprise Development (ED)

An element contained within the B-BBEE scorecard whereby a Measured Entity can receive recognition for any Qualifying Enterprise Development Contributions towards Exempted Micro-Enterprises or Qualifying Small Enterprises which are 50% black owned or 30% black woman owned. Enterprise Development Contributions consists of monetary and non-monetary, recoverable and non-recoverable contributions actually initiated in favour of a beneficiary entity by a measured entity with the specific objective of assisting or accelerating the development, sustainability and ultimate financial independence of the beneficiary. This is commonly accomplished though the expansion of a beneficiaries financial and/ or operation capacity.

Industrial Policy Action Plan II (IPAPII)

The implementation plan for the National Industrial Policy Framework (NIPF) which details key action plans (KAPs) and timeframes for the implementation of industrial policy actions in line with the NIPF.

Integrated Supply Chain Management (ISCM)

Refers to an integrated “one supply chain management” strategy within Transnet which has been developed with Centres of Excellence (COEs) with cross-functional teams comprising divisional and corporate task team members, to deliver value through improved efficiencies and compliance with the regulatory environment.

New Growth Path (NGP)

Developed by the Economic Development Department tabled in January 2010 frames a new approach to unlocking economic growth by knitting together the IPAP2 as well as policies and programmes in rural development, agriculture and, sciences & technology, education, skills development, labour, mining and beneficiation, tourism and social development with the aim to target limited capital and capacity at activities that maximise the creation of decent work opportunities. Key indicators include: Quality job creation, Youth employment, Labour intensive growth, and Equity.
Original Equipment Manufacturer (OEM)  
Refers to a manufacturing company that owns the intellectual property rights and patents for the equipment it sells and services.

Socio-economic Development  
Refers to development which addresses social and economic aspects such as job creation, poverty reduction and increased national value add and which not only focuses on the business’s financial bottom line.

State Owned Company (SOC)  
Refers to Government-owned corporations. They are legal entities created, and owned, by Government to undertake commercial activities on behalf of an owner Government, and are usually considered to be an element or part of the state. They are established to operate on a commercial basis.

Supplier Development (SD)  
Improving the socio-economic environment by creating competitive local suppliers via Enterprise Development, CSDP and other initiatives such as Preferential Procurement. This results in a supply base that can eventually be competitive to market its goods on the international market leading to increased exports.

United Nations Industrial Development Organisation (UNIDO)  
A specialised agency of the United Nations. Its mandate is to promote and accelerate sustainable industrial development in developing countries and economies in transition, and work towards improving living conditions in the world’s poorest countries by drawing on its combined global resources and expertise.
ANNEXURE B

Supplier Development Plan (Refer to guide above to populate)

Tenderers must complete this Annexure B which summarises your Supplier Development (SD) obligations and your related commitments.

For the purposes of completing the SD Value Indicators, where applicable Tenderers must calculate their SD commitments as a percentage (%) of their estimated total value of the contract over the Contract Period1

Please include a SD plan narrative elaborating on the contents of the below completed Templates.

The Consultant’s SD Plan constitutes an offer to perform all its SD commitments to the minimum percentage of the tender value as stated in the Tender Data (F2.1) and within the time periods (every six months), identified by Key Dates, indicated in Returnable schedule, Annexure B, and will constitute a binding agreement at the Contract Date.

---

1 “Contract Period” means a period of 11 months from the effective date of the contract
<table>
<thead>
<tr>
<th>Description</th>
<th>Occupational Level i.e. Skilled, semi-skilled, unskilled labour etc.</th>
<th>Job Title</th>
<th>Race</th>
<th>Gender</th>
<th>Youth (Yes/No)</th>
<th>Disabled (Yes/No)</th>
<th>Target Number</th>
<th>Target Spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>The potential for job creation directly due to the award of this business, allows for assessment of your Company's intentions in terms of the Government's objective to increase labour absorption focusing on unskilled workers and the youth</td>
<td></td>
<td>Jobs within Site</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jobs within the Project Area</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Specialist Jobs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL VALUE OF JOB CREATION**  
R
## Supplier Development (SD) Category: 2. Regional Spend (within South Africa) (40%)

<table>
<thead>
<tr>
<th>Description</th>
<th>Value (R)</th>
<th>Percentage of total project procurement (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project procurement from within South Africa</td>
<td>R</td>
<td>%</td>
</tr>
<tr>
<td>Project procurement from foreign suppliers</td>
<td>R</td>
<td>%</td>
</tr>
</tbody>
</table>

### National/Regional value add to be used for the project

<table>
<thead>
<tr>
<th>Description</th>
<th>Supplier Size (EME, QSE, Start-up, Generic)</th>
<th>Supplier core business</th>
<th>Supplier Location from Site (km)</th>
<th>Supplier Area Type (urban, peri-urban, rural)</th>
<th>Black Ownership percentage</th>
<th>Target spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
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<td>R</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td>km</td>
<td></td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>

**Total: R**

### NOTE:
- National Spend (C1) will only be included into the calculation of the SD commitment if foreign procurement is ≥50% of the tender value.
- Regional spend (C2) will only be included into the calculation of the SD commitment if procuring from service provider and/or contractors ≤150km from site.
<table>
<thead>
<tr>
<th>Initiative Name</th>
<th>Description</th>
<th>Percentage Black Beneficiaries</th>
<th>Target spend</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>%</td>
<td>R</td>
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<td>%</td>
<td>R</td>
</tr>
</tbody>
</table>

Total: R
<table>
<thead>
<tr>
<th>Supplier Name</th>
<th>Supplier Size (EME, QSE, Start-up)</th>
<th>Supplier core business</th>
<th>Supplier Location from Site (km)</th>
<th>Supplier Location (Town/City)</th>
<th>Area Type (urban, peri-urban, rural)</th>
<th>%Black Ownership</th>
<th>%Black Woman Ownership</th>
<th>% Youth Ownership</th>
<th>% Ownership By Disabled</th>
<th>Target spend</th>
</tr>
</thead>
<tbody>
<tr>
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<td>km</td>
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<td>km</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>

Total (Ex Vat) R
Supplier Development Plan Declaration

The Tenderer hereby agrees to the committed SD values and targets stated within this SD plan.

<table>
<thead>
<tr>
<th>Job Creation</th>
<th>A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Spend</td>
<td>B</td>
</tr>
<tr>
<td>Local Economic Development</td>
<td>C</td>
</tr>
<tr>
<td>Small Business Promotion</td>
<td>D</td>
</tr>
</tbody>
</table>

**TOTAL OF SD COMMITMENT, ZAR**
(A + B + C + D) Addition of all categories

**TOTAL TENDER VALUE** TENDER VALUE (EXC VAT)

**SD COMMITMENT EXPRESSED AS A PERCENTAGE (%)**

OF TENDER VALUE: (A + B + C + D)/Tender Value

<table>
<thead>
<tr>
<th>MILESTONE 1</th>
<th>MILESTONE 2</th>
<th>MILESTONE 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE</td>
<td>DATE</td>
<td>DATE</td>
</tr>
<tr>
<td>3 months after contract date*</td>
<td>6 months after contract date*</td>
<td>12 months after contract date*</td>
</tr>
</tbody>
</table>

% Total SD Spend
(To be completed by tenderer)

* See Z1.4, of the contract data (C1.2)

Tenderer Signature

Date

Name

Position
T2.2-43: 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 Respondent 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 Respondent from the bidding process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at ______________________ on this ____ day of ____________ 20____

____________________________ ______________________________
SIGNATURE OF WITNESS SIGNATURE OF RESPONDENT
T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM (SBD 6.1)

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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 R50m (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50m (all applicable taxes included).

1.2 The value of this bid is estimated to be less that R50m (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>Points</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

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

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

(d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the 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) "CIPC" means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

(g) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(h) "consortium or joint venture" 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) "contract" means the agreement that results from the acceptance of a bid by an organ of state;

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

(k) "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(l) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(m) "non-firm prices" means all prices other than "firm" prices;

(n) "person" includes a juristic person;

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

(p) "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;

(q) "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(r) "total revenue" bears the same meaning assigned to this expression 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 and promulgated in the Government Gazette on 9 February 2007;

(s) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(t) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**
3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20

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

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

Where

- \( P_s \) = Points scored for comparative price of bid under consideration
- \( P_t \) = Comparative price of bid under consideration
- \( P_{\text{min}} \) = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
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<td>5</td>
<td>8</td>
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<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>
5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. 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.

5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity’s Level of Black ownership.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.

5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

6. **BID DECLARATION**

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

7. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contribution: \( = \) ........(maximum of 20)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a sworn affidavit.)
8. **SUB-CONTRACTING**

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

*(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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</thead>
</table>

8.1.1 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.

*(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:............................................................................................

9.2 VAT registration number:......................................................................................

9.3 Company registration number:..............................................................................

9.4 **TYPE OF COMPANY/ FIRM**

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

*(Tick applicable box)*

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

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

9.6 **COMPANY CLASSIFICATION**

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

*(Tick applicable box)*

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 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 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

   (a) disqualify the person from the bidding process;

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

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

   (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

   (e) forward the matter for criminal prosecution.

---

**WITNESSES**

1. ........................................

2. ........................................

---

**SIGNATURE(S) OF BIDDERS(S)**

**DATE:** ........................................

**ADDRESS** ........................................

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

September 2016
T2.2-51: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

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

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

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

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

September 2016
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 at ______________________ on this _____ day of ___________________ 20____

__________________________________________  __________________________
SIGNATURE OF WITNESS
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:

DESIGN, SUPPLY, CONSTRUCTION, TESTING AND COMMISSIONING OF A ON THE FLY SYSTEM IN ERMELO YARD – PHASE 1A.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

This Offer may be accepted by the 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

Tenderer's CIDB registration number:

Date

September 2016
Acceptance

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2 Pricing Data
Part C3 Scope of Work: Works Information
Part C4 Site Information

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

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

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

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
150 Commissioner Street
Johannesburg

Name &
signature of
witness

Date

September 2016
Schedule of Deviations

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

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:*

Signature

Name

Capacity

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

Name & signature of witness

Date

For the *Employer*

Transnet SOC Ltd
150 Commissioner Street
Johannesburg
2000

Date
# C1.2 Contract Data

## Part one - Data provided by the Employer

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for main Option B:</td>
<td>Priced contract with bill of Quantities</td>
</tr>
<tr>
<td></td>
<td>dispute resolution Option</td>
<td>W1:</td>
</tr>
<tr>
<td></td>
<td>and secondary Options</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</td>
<td>X2:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X7:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X16:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X18:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Z:</td>
</tr>
</tbody>
</table>

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

- **Address**: Carlton Centre
- 150 Commissioner Street
- Johannesburg
- 2001

- **Registered address**: Transnet Group Capital
- 1st floor Lakeview Terrace
- 7 Trinidad Parking
- Richards Bay, 3900

- **Postal Address**: P O Box 425
- Richards Bay, 3900

10.1 **The Project Manager** is: Johan Du Plessis

- **Address**: 1st floor Lakeview Terrace
- 7 Trinidad Parking
- Richards Bay, 3900

- **Tel**: 035 905 3841

- **e-mail**: Johan.DuPlessis5@transnet.net

---

1 Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

---

September 2016
10.1 The Supervisor: (Name) 

Dawid Conradie

Address

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

Tel No.
e-mail

035 905 3841
Dawid.conradie@transnet.net

11.2(13) The works are 

Design, Supply, Construction, Testing and Commissioning of a on the fly system in Ermelo Yard – Phase 1A

11.2(14) The following matters will be included in the Risk Register

Operational activities.
Working under and adjacent to live OHTE lines.
Working in confined working spaces.
Working at heights.
Limited access.
Working with high voltage electrical current.
Unknown underground services.
Occupations

11.2(15) The boundaries of the site are

As per C4-Site Information

11.2(16) The Site Information is in

Part C4

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

2 (Two) weeks

2 The Contractor’s responsibilities main

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

31 May 2019

30.1 The access dates are

Part of the Site Date

1: Ermelo Yard 09 October 2018

31.1 The Contractor is to submit a first programme for acceptance within

2 (Two) weeks of the Contract Date.

31.2 The starting date is.

01 October 2018

32.2 The Contractor submits revised programmes at intervals no longer than

2 (Two) weeks.

35.1 The Employer is not willing to take over the works before the Completion Date.
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 (Two) weeks

5 Payment

50.1 The assessment interval is monthly on the 18th (eighteenth) 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 the 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: N/A

The place where weather is to be recorded (on the Site) is:

Ermelo Yard

Ermelo, Mpumalanga

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

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

<table>
<thead>
<tr>
<th>84.1</th>
<th>3 Insurance against:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</td>
</tr>
<tr>
<td>Cover / indemnity</td>
<td>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</td>
</tr>
<tr>
<td>The deductibles are:</td>
<td>As stated in the insurance policy for Contract Works / Public Liability</td>
</tr>
</tbody>
</table>

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

| 84.1 | The 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* 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 subcontractor.

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

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

| 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. |

| 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: | Project Specific Insurance (AON) |

| Termination | Additional Data clause Z3 (additional Obligations in respect of Termination). |

| Data for main Option clause |

| Priced contract with Bill of Quantities |

| The method of measurement is | SANS1200 published by South African Bureau of Standards and amended as stated in the preambles to the bill of quantities. |

| Data for Option W1 |

| 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. |

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

| September 2016 | Contract Data provided by the Employer |
It will be a material term of this contract that the Contractor contributes to the Supplier Development Programme promoted by the Department of Public Enterprises of the Government of South Africa, as applied by the Employer. In response to this requirement, the Contractor undertakes to implement the Supplier Development (SD) initiatives as per the Contractor's Supplier Development Plan.

The Contractor's SD Plan constitutes an offer to perform all its SD commitments to a minimum of 20% (Twenty percent) of the total of the Prices and within the time period/s (every three months), identified by the SD Milestone Dates, indicated in Returnable schedule, Annexure B, and will constitute a binding agreement.

In order to prevent any doubt, the Contractor's SD obligations shall not constitute a separate activity in the bill of quantities. The value of the Contractor's SD commitments shall be included in the total of the Prices to Provide the Works. No specific payment for SD will therefore be made by the Employer.

The milestones for the implementation of SD targets will be every three months after Contract Date. The Project Manager will verify the exact dates, constituting the milestones for SD, by instruction after Contract Date. This instruction will not constitute a compensation event. The Contractor shall in its SD Plan state the Condition (completed value of its total SD commitment) to be met by each SD Milestone Date (every three months).

The Contractor shall provide the Employer with Supplier Development Implementation Plan within 15 days from the signature date of the Contract. The Contractor shall deliver and action its SD commitments as outlined in the SD Implementation Plan, which progress will be reported by the Contractor to the Employer on a monthly basis during the term of the Contract.

The Contractor shall provide to the Employer, upon receiving an instruction to do so, any documentation and/or evidence required by the Employer which in the Employer's opinion would be necessary to verify whether the Contractor has met the Condition of any SD Milestone. The Contractor shall provide the said documentation and/or evidence within the period stated in the instruction. Where the Contractor fails to provide the documentation and/or evidence within the period stated, it will be deemed that the Contractor has failed in full to meet the Condition of the SD Milestone Date in question. The provision of the documentation and/or evidence shall not constitute a compensation event.

If the Contractor fails to achieve any SD milestone Condition, the Contractor shall be liable and pay to the Employer a non-compliance penalty to the value of the full outstanding amount each SD milestone Date Condition not fully met.
Z1.8 The Contractor shall pay the amount due under this clause within 10 days after receipt of an invoice from the Employer, failing which the Employer shall, without prejudice to any other rights of the Employer under this Agreement, be entitled to:

- Claim payment of the remaining of the non-compliance penalty from the Contractor. The Employer is entitled to deduct this amount not paid by the Contractor from the next assessment of the amount as certified by the Project Manager.

Z2

Additional clause relating to Performance Guarantees

Z2.1 The Performance Guarantee under X13 above shall be irrevocable, on-demand performance guarantees, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the Employer by a financial institution reasonably acceptable to the Employer with a long term international credit rating (international institutions) and long term national credit rating (local institutions) (by Moody’s Investors Services Limited or Fitch Ratings Limited or any other successor to their respective ratings business or any other ratings agency approved by the Employer) of at least A – (in the case of Fitch Ratings Limited) and A3 (in the case of Moody’s Investors Services Limited) and otherwise acceptable to the Employer (in its sole and absolute discretion). In any event if the credit rating of the issuer of the guarantee falls below the required minimum before the expiry date, the guarantee should be replaced at the cost of the Contractor with an issuer that complies with the minimum required credit rating.

Z3 Additional obligations in respect of Termination

Z3.1 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)

Z3.2 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”

Amend “R1 – R15 or R18” to “R1 – R15, R18, R22 or R23.”
## Z4 Right Reserved by Transnet to Conduct Vetting through SSA

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

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.

## Z5 Protection of Personal Information Act

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.

## Z6 Additional Clause Relating to Collusion in the Construction Industry

The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
C1.2 Contract Data

Part two - Data provided by the Contractor

The tendering Contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 and the relevant parts of its Guidance Notes (ECC3-GN)\(^2\) 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.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Contractor is (Name):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>11.2(8)</td>
<td>The direct fee percentage is %</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>The subcontracted fee percentage is %</td>
<td>%</td>
</tr>
<tr>
<td>11.2(18)</td>
<td>The working areas are the Site and</td>
<td></td>
</tr>
<tr>
<td>24.1</td>
<td>The Contractor's key persons are:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience</td>
<td></td>
</tr>
</tbody>
</table>

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

B Priced contract with bill of quantities

11.2(21) The bill of quantities is in

11.2(31) The tendered total of the Prices is ........................................ (in figures)

........................................ (in words), excluding VAT

\(^2\) Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

September 2016
<table>
<thead>
<tr>
<th></th>
<th>Priced contract with bill of quantities</th>
<th>Data for the Shorter Schedule of Cost Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>41 in SCC The percentage for people overheads is:</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>21 in SCC The published list of Equipment is the last edition of the list published by</td>
<td>% (state plus or minus)</td>
</tr>
<tr>
<td></td>
<td>The percentage for adjustment for Equipment in the published list is</td>
<td></td>
</tr>
<tr>
<td></td>
<td>22 in SCC The rates of other Equipment are:</td>
<td>Equipment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Size or capacity</td>
</tr>
<tr>
<td></td>
<td>61 in SCC The hourly rates for Defined Cost of design outside the Working Areas are</td>
<td>Category of employee</td>
</tr>
<tr>
<td></td>
<td>62 in SCC The percentage for design overheads is</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>63 in SCC The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:</td>
<td></td>
</tr>
</tbody>
</table>

September 2016
PART 2: PRICING DATA

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2.1</td>
<td>Pricing instructions: Option B</td>
<td>3</td>
</tr>
<tr>
<td>C2.2</td>
<td>The bill of quantities</td>
<td>5</td>
</tr>
</tbody>
</table>
C2.1 Pricing instructions: Option B

1. The conditions of contract

1.1. How the contract prices work and assesses it for progress payments

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

11.2 (21) The Bill of Quantities is the bill of quantities as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

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

(28) The Price for Work Done to Date is the total of:
- the quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>percent</td>
</tr>
<tr>
<td>h</td>
<td>hour</td>
</tr>
<tr>
<td>ha</td>
<td>hectare</td>
</tr>
<tr>
<td>kg</td>
<td>kilogram</td>
</tr>
<tr>
<td>kl</td>
<td>kilolitre</td>
</tr>
<tr>
<td>km</td>
<td>kilometre</td>
</tr>
<tr>
<td>km-pass</td>
<td>kilometre-pass</td>
</tr>
<tr>
<td>kPa</td>
<td>kilopascal</td>
</tr>
<tr>
<td>kW</td>
<td>kilowatt</td>
</tr>
<tr>
<td>l</td>
<td>litre</td>
</tr>
<tr>
<td>m</td>
<td>metre</td>
</tr>
<tr>
<td>mm</td>
<td>millimetre</td>
</tr>
<tr>
<td>m²</td>
<td>square metre</td>
</tr>
<tr>
<td>m²-pass</td>
<td>square metre pass</td>
</tr>
<tr>
<td>m³</td>
<td>cubic metre</td>
</tr>
<tr>
<td>m³-km</td>
<td>cubic metre-kilometre</td>
</tr>
<tr>
<td>MN</td>
<td>meganewton</td>
</tr>
<tr>
<td>MNm</td>
<td>meganewton-metre</td>
</tr>
<tr>
<td>MPa</td>
<td>megapascal</td>
</tr>
<tr>
<td>No.</td>
<td>number</td>
</tr>
<tr>
<td>Prov sum¹</td>
<td>provisional sum</td>
</tr>
<tr>
<td>PC-sum</td>
<td>prime cost sum</td>
</tr>
<tr>
<td>R/only</td>
<td>Rate only</td>
</tr>
<tr>
<td>sum</td>
<td>Lump sum</td>
</tr>
<tr>
<td>t</td>
<td>ton (1000kg)</td>
</tr>
<tr>
<td>W/day</td>
<td>Work day</td>
</tr>
</tbody>
</table>

2.2. General assumptions

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work.
2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

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

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

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

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

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

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

2.3. Departures from the method of measurement

2.3.1. Not applicable

2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the method of measurement. In the event of any ambiguity or inconsistency between the statements in the method of measurement and this section, the interpretation given in this section shall be used.

2.4.1. Not Applicable
C2.2 the bill of quantities
**Bill of Quantities for Provision of New OTF Ermelo -A Yard Electrification.**

**Preamble :-**
- Items with prefix "3" below, also cover the general requirements specified in Section 2 of Part C3, Scope of Work.
- Abbreviations used in the "Payment reference" column below, are as follows :-
  - Numbers with no prefix, refers to the relevant SANS 1200 Specifications, as in the headings of such items
  - "P", "...", refers to the relevant Pricing Instruction in Part C2.1
- Refer to the general Pricing Instructions in Part C2.1

**IMPORTANT**

1. The material for the sites described above are combined into one Bill of Quantities.
2. The Contractor shall acquaint himself with the contents of the specifications referred to in Part-B, before obtaining any prices.
3. Each specification makes specific reference to the material required, the quality of such material and or the correct method of installing such material.
4. Material and equipment quantified in this Bill are manufactured by more then one supplier. It is therefore extremely important for the purpose of obtaining the correct price per item, to discuss the requirements and specifications with each supplier.
5. All quantities given in the Bill of Quantities are estimated quantities.
6. The Contractor shall base his price on the quantities given.
7. The Successful Contractor will be responsible to measure actual quantities on site before ordering any material.
8. Only material incorporated in the works will be certified and paid for.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
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<td><strong>25kV AC SECTION OF THE NEUTRAL SECTION.</strong></td>
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<td>3.01.1</td>
<td>Supply and Install LIS(Locomotive Identification System) complete with control box and wiring as per BBG6330.</td>
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<td>3.01.2</td>
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<td>3.01.3</td>
<td>Supply and Install single Input and Multi Input PLC as per BBG 8532 with the Full bridge rectifier.</td>
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<td>3.01.4</td>
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<td>3.01.5</td>
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<td>3.01.6</td>
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<tr>
<td>3.02.1</td>
<td>Supply and Install six 3kV Fuses ,rated current must be 1A as per BBG9143)</td>
<td>set</td>
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<td>3.03.1</td>
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<td>Use the existing indoor equipments and integrate the new OTF protection equipments as per TFR requirements.</td>
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<td>3.05.1</td>
<td>Supply and install one MOD conter box on the existing feeder control panel completing with wiring as per TFR requirements.</td>
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<tr>
<td>3.09</td>
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<td><strong>CABLING AND TRENCHING</strong></td>
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<td>3.09.1</td>
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<td>Supply and install all cables communication cable required for interfacing of OTF protection system the 25kV AC E-housing indoor equipments</td>
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<td>Supply and install all cables communication cable required for interfacing of OTF protection system the 3kV DC E-housing indoor equipments</td>
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<td>3.09.3</td>
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<td>Tranch and Backfill all trenches required to laydown the power and telecommunication cable.</td>
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<td>3.43</td>
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<td><strong>Sundries</strong></td>
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<td>3.43.1</td>
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<td>Provide items such as fixing materials, saddles, bolts, nuts, insulation tape, clamps, brackets, cable ties, lugs and any other fixing materials not included in the foregoing items, but deemed to be required for the satisfactory completion of the works.</td>
<td>sum</td>
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<td><strong>Testing and Commissioning:</strong></td>
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<td><strong>Additional Items</strong></td>
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<td>The Contractor is to list any additional items that he may deem necessary for the satisfactory completion of the works.</td>
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<td><strong>GRAND TOTAL</strong></td>
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New OTF for Ermelo Yard Rev (0)
PART 3: SCOPE OF WORK

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<tr>
<td>C3.1</td>
<td>Employer’s Works Information</td>
<td>44</td>
</tr>
</tbody>
</table>

Total number of pages 44
C3.1: EMPLOYER’S WORKS INFORMATION

Contents

Part 3: Scope of Work............................................................................................................ 1
C3.1: Employer’s works Information ..................................................................................... 2
SECTION 1 ............................................................................................................................... 4
  1 Description of the works ................................................................................................. 4
    1.1 Executive overview ..................................................................................................... 4
    1.2 Employer’s objectives ............................................................................................... 4
      The following is a short description of each system:...................................................... 4
    1.2.1 Locomotive Identification System (LIS)................................................................. 5
    1.2.2 System Separation Section with track magnets..................................................... 5
    1.3 Interpretation and terminology ................................................................................ 5
  2 Engineering and the Contractor’s design ....................................................................... 7
    2.1 Employer’s design .................................................................................................... 7
    2.2 Parts of the works which the Contractor is to design ............................................... 7
    2.3 Procedure for submission and acceptance of Contractor’s design ....................... 7
    2.4 Review and Acceptance of Contractor Documentation ......................................... 8
    2.5 Other requirements of the Contractor’s design ....................................................... 8
    2.6 Other requirements of the Contractor’s design ....................................................... 8
    2.7 Design of Equipment ............................................................................................... 8
    2.8 As-built drawings, operating manuals and maintenance schedules ....................... 8
  3 Construction ................................................................................................................... 9
    3.1 Temporary works, Site services & construction constraints .................................... 9
    3.2 Completion, testing, commissioning and correction of Defects ............................... 12
  4 Plant and Materials standards and workmanship ......................................................... 14
    4.1 Investigation, Survey and Site Clearance ................................................................ 14
    4.2 Building works ....................................................................................................... 14
    4.3 Civil Engineering and Structural Works ................................................................ 15
    4.4 Electrical & mechanical engineering works ........................................................... 16
    4.5 Process control and IT works ................................................................................ 17
    4.6 Other ....................................................................................................................... 17
  5 List of drawings and Project Specifications .................................................................... 17
    5.1 Drawings issued by the Employer .......................................................................... 17
5.2 Specifications issued by the Employer ................................................................. 17

APPLICABLE TRANSNET FREIGHT RAIL SPECIFICATIONS AND STANDARDS ........ 18

SECTION 2 .................................................................................................................. 19

6 Management and Start Up ...................................................................................... 19
   6.1 Management meetings ...................................................................................... 19
   6.2 Documentation control .................................................................................... 20
   6.3 Safety Risk Management ................................................................................ 21
   6.4 Commissioning Safety Study ......................................................................... 28
   6.5 Environmental constraints and management .................................................. 29
   6.6 Quality assurance requirements ..................................................................... 29
   6.7 Programming constraints .............................................................................. 32
   6.8 Contractor’s management, supervision and key people ................................... 34
   6.9 Training workshops and technology transfer .................................................. 36
   6.10 Insurance provided by the Employer ............................................................. 36
   6.11 Contract change management ...................................................................... 37
   6.12 Provision of bonds and guarantees ............................................................... 38
   6.13 Records of Defined Cost, payments & assessments of compensation events to be kept by the Contractor .......................................................... 38

7 Procurement ........................................................................................................... 38
   7.1 Code of Conduct ............................................................................................. 38
   7.2 The Contractor’s Invoices ............................................................................. 39
   7.3 Payments .......................................................................................................... 40
   7.4 People ............................................................................................................... 40
   7.5 The National Industrial Participation Programme ....................................... 42
   7.6 Subcontracting ................................................................................................ 43
   7.7 Plant and Materials ....................................................................................... 43
   7.8 Tests and inspections before delivery ............................................................ 45
   7.9 Marking Plant and Materials outside the Working Areas ............................. 45
   7.10 Contractor’s Equipment (including temporary works) ............................... 45
   7.11 Preparation of post Completion contracts ................................................... 45
SECTION 1

1 Description of the works

1.1 Executive overview

Transnet Freight Rail has acquired dual voltage locomotives (19E's) which are capable of automatically switching from an AC supply to a DC supply and vice versa, without stopping.

Dual voltage (AC/DC) locomotives (Class 19E) were purchased with the purpose of enabling trains to run through from AC to DC single phase powered sections (and vice versa) without changing locomotives. At present single voltage locomotives (either DC or AC) require an AC/DC change over yard where trains must stop, locomotives are removed/added as necessary, and the power switched accordingly. This process is time consuming and therefore there is a requirement to develop a fully automated system. Under normal operation when the locomotive will enter the OTF section, it will detect the track magnet from the rail through the locomotive on-board sensing system and ramp down the power. The VCB will open if the locomotive is moving from 25kV ac section or the HSCB will open if the locomotive is moving from the 3kV DC section.

In the case where the track magnets are not detected by the locomotives, then there is a risk that the locomotive could be incorrectly configured and the wrong supply voltage may damage the locomotive's equipment or infrastructure. It is therefore essential to install a protection in the that the track magnet is not detected.

1.2 Employer's objectives

The Employer's objectives are for a protection system to be used on the AC/DC (On-the-Fly) voltage change over system at the Ermelo Yard A. The OTF to be used as an automated system that allows dual voltage locomotives to seamlessly transition from a 3kV DC single phase to 25kV AC single phase voltage levels.

An automated system will allows the transition from one section to another with the locomotive pantographs in a raised position.

This document should be read in conjunction with specification BBF 0889 Version 3, BBF 2308 version 6 and any other referenced TFR specifications.

This specification also covers the details of the Locomotive Identification System (LIS) requirements.

The project objectives are:

- To install an "On-the-fly" system within the Ermelo yard
- Evaluate the system in service
- Correct snags
- Obtain approval of the system

Existing indoor and outdoor equipment:

25kV AC side

From the existing AC E-house all indoor equipment will be disconnected from the existing neutral section and connected to the new neutral section equipment.

On the outdoor: the existing feeding arrangement will be connected to the New neutral section.
New AC E-house will be built, aligned to the existing neutral section. All indoor equipment will be supplied and connected to the existing neutral section. New outdoor equipment will be installed to feed the existing Neutral section.

3kV DC side

Existing protection equipment from the E-House will be integrated with the new OTF. No major works here except trenching and connecting the communication cable from the new OTF and the requirements of the LIS.

The following is a short description of each system:

1.2.1 Locomotive Identification System (LIS)

1.2.1.1 Trains approaching or on route to a system separation section will pass through a LIS.

1.2.1.2 The LIS will identify if there is any non-dual voltage locomotive on the train. In the event of a non-dual voltage locomotive the LIS will send a trip signal to the relevant voltage system breaker (Vacuum Circuit breaker for 25kV AC or 3kV DC High Speed Circuit breaker) to cut off the supply of power to the invalid locomotive/s.

1.2.1.3 The position of the LIS will be dependent on the length of the train plus tolerance.

1.2.2 System Separation Section with track magnets.

1.2.2.1 A Neutral Section shall be installed between the two power supply systems, ensuring that the two supply systems are not bridged out.

1.2.2.2 Section Insulators with the necessary sensing equipment (protection system) will be installed at either end of the Neutral Section to detect locomotives that have not switched off (on board circuit breaker open) before it enters the Neutral Section.

1.2.2.3 The minimum height above rail of the System Separation section will be 4.5m in accordance to Transnet Freight Rail Electrical Safety Instructions BBF 3690.

1.2.2.4 The Electrical clearances shall also be in accordance to Transnet Freight Rail Electrical Safety Instructions BBF 3690.

1.2.2.5 The protection system serves as a backup in the event of a locomotive not switching off.

1.2.2.6 In the event of a locomotive that fail to switch off, the power supplies (local circuit breakers feeding the section) on both ends (AC and DC) will be opened to protect the overhead track equipment and the locomotive.

1.3 Interpretation and terminology

A Permit is a combined written application and authority to proceed with work on dead electrical equipment.

An Occupation is defined as any restriction of the network for train operations.

The following abbreviations are used in this Works Information:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning given to the abbreviation</th>
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<tr>
<td>AIA</td>
<td>Authorised Inspection Authority</td>
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<tr>
<td>BBBEE</td>
<td>Broad Based Black Economic Empowerment</td>
</tr>
<tr>
<td>CEMP</td>
<td>Construction Environmental Management Plan</td>
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<tr>
<td>CD</td>
<td>Compact Disc</td>
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<td>CDR</td>
<td>Contractor Documentation Register</td>
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<td>Abbreviation</td>
<td>Description</td>
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<td>CDS</td>
<td>Contractor Documentation Schedule</td>
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<tr>
<td>CRL</td>
<td>Contractor Review Label</td>
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<td>CSHEO</td>
<td>Contractor's Safety, Health and Environmental Officer</td>
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<tr>
<td>CM</td>
<td>Construction Manager</td>
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<tr>
<td>DTI</td>
<td>Department of Trade and Industry</td>
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<td>DWG</td>
<td>Drawings</td>
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<tr>
<td>EO</td>
<td>Environmental Officer</td>
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<td>HAW</td>
<td>Hazard Assessment Workshop</td>
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<tr>
<td>HAZOP</td>
<td>Hazard and Operability Study</td>
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<tr>
<td>HSSP</td>
<td>Health and Safety Surveillance Plan</td>
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<td>INC</td>
<td>Independent Nominated Consultant</td>
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<td>Industrial Relations Co-ordinating Committee</td>
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<tr>
<td>CIRP</td>
<td>Contractor's Industrial Relations Practitioner</td>
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<td>Native</td>
<td>Original electronic file format of documentation</td>
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<td>PES</td>
<td>Project Environmental Specifications</td>
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<td>PHA</td>
<td>Preliminary Hazard Assessment</td>
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<td>PIRM</td>
<td>Project Industrial Relations Manager</td>
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<td>Project Industrial Relations Policy and Management Plan</td>
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2 Engineering and the Contractor's design

2.1 Employer's design

2.1.1 The Employer’s design for the works is no applicable. The employer will only provide all required standards and specification for design requirements of the protection system. This document must read together with Specification no. 3427271-000-4-O-SP-0001 for more clarity on the technical requirements.

2.1.2 The Employer is responsible for the overhead track equipment including the track switch structures which will be the link between the 25kV E-house and the overhead track electrification, will be supplied and erected by others.

2.1.2 The Employer grants the Contractor a licence to use the copyright in design data presented to the Contractor for the purpose of the works (and the Contractor's obligation under paragraph 2.2 of the Employer’s Works Information) ONLY.

2.1.3 Transnet reserves the right to subject material and equipment offered to test or inspect, to check compliance with any clause of any specification prior to adjudication or at any stage during manufacture

2.2 Parts of the works which the Contractor is to design

2.2.1 The Contractor is to design, manufacture, test, installation and commissioning of the ON THE FLY protection system. The design scope includes the following but not limited to:

- AC current sensing system
- DC current sensing system
- Communication panel
- Indoor and Outdoor equipment for 25kV AC Traction system
- Locomotive Identification System (LIS)
- 25 kV AC E- house.
- Earthing of indoor and outdoor electrical equipment

2.2.2 The Contractor shall be responsible for the design, supply and install of all steel structures required to support the electrical equipment as well as the 25kV E-house and the fence requirements.

2.2.3 All steel shall be hot-dip galvanized to SABS 121 and specification CEE 0183.

2.2.4 The Contractor must ensure that all equipment are adequately earthed, insulated, enclosed and interlocked to ensure the safety of staff operating the equipment

2.3 Procedure for submission and acceptance of Contractor's design

2.3.1 The Contractor shall address the following procedures:

All communication must be via TGC document controller

2.3.2 The Contractor undertakes design safety reviews:

Unless otherwise specified all material and equipment supplied shall comply with the latest edition of the relevant SANS, BS, IEC or Transnet publication where applicable.
2.3.3 In addition to these specifications, the rail infrastructure and associated works shall comply with the following relevant South African Acts and Regulations and shall apply in order of precedence as listed below:

- Occupational Health and Safety Act 85 of 1993
- South African National Standards and Codes of Practise
- All local, Provincial or SA Government laws in force at the time

2.3.3. Documentation Submission

In undertaking the ‘Works’ (including all incidental services required), the Supplier shall conform and adhere to the requirements of the ‘Contractor Document Submittal Requirements’ Standard included in Annexure D (Refer DOC-STD-0001).

2.4 Review and Acceptance of Contractor Documentation

The Contractor submits documentation as the ‘Works Information’ requires to the Project Manager for review and acceptance via TGC doc controller.

In undertaking the ‘Works’ (including all incidental services required), the Supplier shall conform and adhere to the requirements of the ‘Contractor Document Submittal Requirements’ Standard included in Annexure D (Refer DOC-STD-0001).

2.5 Other requirements of the Contractor’s design

2.5.1 Design of the electrical works shall be in accordance with applicable codes, standards and Transnet Freight Rail’s specification.

2.6 Other requirements of the Contractor’s design

2.6.1. The Contractor grants the Employer a licence to use the copyright in all design data presented to the Employer in relation to the works for any purpose in connection with the construction, reconstruction, refurbishment, repair, maintenance and extension of the works with such licence being capable of transfer to any third party without the consent of the Contractor.

2.6.2. The Contractor vests in the Employer full title guarantee in the intellectual property and copyright in the design data created in relation to the works as follows:

Procurement shall be through the standard TRANSNET procedures for the purchase of equipment. The supplier shall guarantee continued local availability of all components of the system, as well as frequently used spares of the components, for a contractually specified period of at least 10 years. The supplier shall guarantee delivery of replacement components or spares for faulty items within 4 weeks of placement of the order. Components that are critical to the functioning of the system shall be available immediately.

2.7 Design of Equipment

2.7.1 All equipment to be designed by the Contractor shall comply with the relevant standard specifications and to be approved by the professional registered person preferable (ECSA)

2.7.2 The Contractor to submit his design details for the following categories of his proposed principal Equipment to the Project Manager for approval before commencing the manufacturing.

2.7.3 The Contractor shall provide all safety tools and equipment required for each site for the safe working of the system technician within the system’s equipment to perform a calibration or any maintenance that shall be required by the system.

2.8 As-built drawings, operating manuals and maintenance schedules
2.8.1 The Contractor provides the following:

The drawings to be prepared and submitted by the Contractor will be in electronic format (Microstation) or PDF format.

The preparation and submission of all drawing shall be to specification no.CSE-1152-001 Cat D48 (SEPT.1996)

The Contractor shall be responsible to keep a drawing register to indicate Drawing description, revision number, and submitted date, Approved by or Not Approve.

Operating and Maintenance Manuals to be submitted in Microsoft Word format.

2.8.2 As-Built/Final Documentation

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure D (Refer DOC-STD-0001).

2.8.3 Installation, Maintenance and Operating Manuals and Data Books

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and Manuals' Standard included in Annexure 10 (Refer DOC-STD-0001) and the 'Contractor Documentation Submittal Requirements' Standard included in Annexure D (Refer to DOC-STD-0001).

3 Construction

3.1 Temporary works, Site services & construction constraints

3.1.1 Employer’s Site entry and security control, permits, and Site regulations

The Employer will issue a Site Access Certificate after award of contract.

In the event of the Contractor having to enter private property for the purpose of executing the contract works, the Contractor must obtain from the Supervisor a letter of introduction. The owners and/or occupiers of such private property must be treated with the utmost tact and courtesy.

The Contractor shall ensure that private property is not entered without prior permission from the owner and/or the occupier to do so, and those owners and/or occupiers of such private property are approached tactfully and courteously for the necessary permission to enter their property.

Where permission to enter private property has been obtained, the Contractor shall ensure that steps are taken to ensure that livestock do not obtain passage through fences, which have been temporarily damaged. If entry on private property is required for any period of time, a proper gate shall be provided as a temporary measure. The fences shall be restored properly and to the satisfaction of the owner and/or the occupier after completion of the work.

The responsibility to ensure that the foregoing is complied with is placed on the Contractor. Should the owner and/or occupier of the private property raise any objection to the Contractor entering upon his property, the Contractor must immediately refer the matter to the Supervisor. Transnet Freight Rail will then pursue the matter.

ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

All material, work performed and Systems supplied shall comply to be in accordance with the specifications referred to in this document, and shall be strictly adhered to, unless otherwise stated in the Project Specifications.
Additional to the requirements specified in the Notice to Contractors, Contractors shall give a clause by clause comment on whether or not their quotation complies with the Project Specifications.

The Contractor shall submit in his tender the proposed inspection, test and quality plan, which shall be based on ISO 9000 standards.

All nameplates and markings shall be provided by the Contractor. These should be of the weather resistant type as requested by the technical officer.

The Contractor is required to liaise with the Supervisor and establish as close as possible, the location of the various existing services situated within the Works area, and record all such information on a suitable "marked-up" drawing for reference at all times. The drawings showing the existing services are supplied as a guide only.

In addition to the above, the Contractor shall consult the Supervisor prior to undertaking any excavation work. The Contractor must thereafter exercise due care and attention in carrying out the agreed excavation work as may be directed by the Supervisor to avoid damage or disruption to existing services.

The Contractor shall be liable for all claims arising out of any damage caused by such excavation if the Contractor fails to exercise the requisite care and attention in carrying out the excavation.

The cost of locating and protecting, if necessary, services shall be included in the rates for the services intersecting and adjoining the trenches. A group of cables intersecting or adjoining a trench will be regarded as one service. The existing services shall be protected when excavating for surfacing. The costs of protecting these services shall be included in the rates for excavation and compaction.

Danger of contact with electrical conductors

The Contractor shall before commencement of any work, ascertain from the Supervisor whether any live overhead or underground electrical cables are affected by the Works and he shall ensure that all precautionary measures required by the Supervisor are strictly observed.

Information to be obtained from site

Prospective Contractors shall visit the Site of the proposed Works and acquaint themselves with the nature of the works, the conditions under which the work is to be performed, the means of access to the site, any limitations or other authorities and in general with all matters that may influence or affect the contract.

Contractors shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing, as no claims for any extras in connection with the position or nature of the work will be entertained.

Disposal of discarded material

All discarded/spoiled material shall be disposed of at an approved dump site and the Contractor shall furnish the Supervisor with receipts and disposal certificates from the dump site.

No material shall be dumped on the Employer's property and no suitable material shall be disposed of if it is required elsewhere for the proper completion of the contract. Materials shall be classified on site as suitable or unsuitable by the Contractor, in agreement with the Supervisor.

Work on, over, under or adjacent to railway lines or near high voltage equipment

All work on, over, under or adjacent to railway lines and near high voltage equipment shall comply with Transnet Limited specifications.
Hours of Work

The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the Supervisor prior to commencement of the proposed working hours. The Contractor will not have sole possession of the works, as this will remain an ongoing operating area for the duration of the contract. The Contractor shall co-operate with other common users in regards to the occupation, access and Transnet Freight Rail maintenance work. A work site will be made available, free of charge, to the Contractor for the duration of the Contract. The location of the site will be pointed out by the Supervisor during the site clarification meeting. The Contractor may establish his site camp and offices in this location.

The Contractor shall make his own arrangements for the supply to his work site of electricity, water and a telephone, if required, for his own use during construction. It is however a requirement that the Contractor's representative on site has a cell phone on which he can be contacted for the duration of the construction and maintenance period.

The Contractor shall make his own arrangements for disposal of sewerage and waste water. Sewerage may not be wasted on site. Transnet Freight Rail facilities may not be used.

The Contractor shall be responsible for providing security on site for his personnel, plant and material. Deployment of security personnel shall be arranged in consultation with the Supervisor subject to the applicable Transnet regulations.

In terms of clause 12(1)(a) Annexure 1 of the SATS Legal Succession Act (Act No. 9 of 1989), a special permit is required by any person carrying a firearm on premises owned or controlled by Transnet or the South African Rail Commuter Corporation. This permit must be obtained from Transnet Freight Rail Asset Protection Services.

The Employer will not provide any security for the works for the duration of the Contract and shall not be responsible for any damage and/or losses incurred by the Contractor in this regard.

Housing on site, at the Contractor's camp area will not be permitted.

Facilities for the Staff of Transnet

No facilities need to be arranged for the staff of Transnet.

Site Office for Contractor

The Contractor shall provide, erect, maintain and remove on completion of the WORKS, a temporary office for his own use.

In this office there must be kept a copy of all working drawings suitably mounted, a copy of the contract documents in a good and orderly condition and the site instruction and site diary books and any specifications referred to in the contract documents.

The Contractor shall lay his own temporary water reticulation and make the necessary connection to an existing water main and metering device.

The Contractor shall supply portable toilets for the use of his workmen

The Contractor is to make his own arrangements for the distribution of electrical power for his own use on the site. Transnet Freight Rail will not be responsible for any claims whatsoever brought about by any disruption or fluctuations in the supply of any such electrical power to the Contractor.
The establishment of a site is the responsibility of the successful tenderer and this must be provided for in the quotation. Fixed assets such as fencing, carports etc. shall be removed or demolished after completion of the Works.

The Contractor shall, on completion of the Works, clear the site of all leftover items of material, such as empty cable drums, cable off-cuts, empty tins, etc., to the satisfaction of the Project Manager.

Storage, Transport and Distribution of Material

Contractor's owned and supervised site store

The Contractor must provide adequate storage, at his own expense to the satisfaction of the Supervisor. All material must, in addition, be stored or stacked in position that will not interfere with other work in progress in the area.

Sites for storage facilities on property of Transnet Freight Rail, if available, must be arranged in conjunction with the parties concerned.

Where no sites are available, the Contractor must make his own arrangements at his expense.

The Supervisor shall be advised as early as possible where storage sites will be located.

The cost of this store shall be shown separately as an item in the quotation for installation.

On completion of the contract, the Contractor shall dismantle and remove the store entirely from the property of Transnet Freight Rail.

Off-loading, storage and distribution

The Contractor shall be responsible for off-loading all material, the storage and safe custody thereof and for the distribution on the Works.

The Contractor shall maintain records, to the satisfaction of the Supervisor, concerning the receipt and issue of all material.

All material must be stored or stacked in positions that will not interfere with other work in progress in the area.

Rail transport

Transnet Freight Rail will not provide trolley or special train facilities for the laying out of material in the section.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 Work to be done by the Completion Date

METHODS AND PROCEDURES

Technical Requirements

The contract work must conform to current professional engineering practices, standards and specifications of Transnet Freight Rail and the work must be completed to the satisfaction of the Supervisor.
The Contractor's Project Manager for the project shall have experience in works.

The Contractor and his sub-Contractors, if any, shall have suitably qualified Supervisors in charge of this project. The names and qualifications of the Supervisors together with full details of their experience in this field of work must be furnished. The tenderer must furnish the names and addresses of all proposed sub-Contractors.

The Contractor shall not change the project team as detailed in the organogram submitted by the Contractor and approved by the Supervisor without the prior written approval of the Supervisor, which approval will not unreasonably be withheld.

The Contractor must note that any member of Transnet Freight Rail's / Transnet Project's staff associated with this project is responsible for inspection only and will not render any assistance, except on the instruction of the Supervisor.

If a portion of the contract work covered by the specifications has to be done on existing networks, such work should be supervised by personnel of Transnet Freight Rail / Transnet Projects, to prevent faults on these networks that are essential to the operations of Transnet Freight Rail.

Occupations and Permits

The installation must take place under live electrical conditions between running trains and no occupations or permits will be required except under special conditions.

Installation work that might affect the normal running of trains and testing and commissioning will be done under occupation conditions, which might be at night, during weekends and public holidays. The tenderers should allow for this entire requirement and associated costs. The tenderer should also allow for security requirements as deemed necessary.

Before the occupations the Contractor shall supply the Supervisor with a detailed plan of action that will be followed during the occupation/s, showing details of all departments involved and the names as well as responsibilities of the allotted staff involved.

Where the Contractor is required to undertake work involving the occupation of the track, dead orders or other interruption of Transnet Freight Rail, he must notify the Supervisor in writing, at least 6 weeks before such occupation is desired. The Contractor must also contact the Supervisor the last normal working day before the date of such occupation to ascertain whether or not any alterations or cancellations have been necessitated by the exigencies of Transnet Freight Rail.

Transnet Freight Rail reserves the right to cancel an authorised occupation or work permit at any time, even during the period of such occupation or work permit.

Where the safe working of trains could be affected by the work in progress the Supervisor will arrange for staff to supervise the protection of train movements. The Contractor must provide protection for his personnel where they would be subjected to the danger of passing trains. The wearing of reflective clothing is compulsory while working on or near railway lines.

Reports on Faults and Failures

The Contractor must inform the Supervisor of the names and addresses and telephone numbers of his personnel to be called in emergencies. The Contractor will be responsible for ensuring that one or more members of his personnel are available on call at all times to receive fault or failure reports.
Members of the Contractor’s personnel must, while on call, keep the duty personnel in the Signal Control Office informed of their movements in order that they may be contacted without delay in case of an emergency.

The Contractor must keep the Supervisor and the duty personnel of the Infrastructure Control Office informed of the names of the members of his personnel who will be available to receive calls during specific periods.

The Contractor will be held responsible and accountable for any delays to train service that he may cause during the contract period.

4 Plant and Materials standards and workmanship

4.1 Investigation, Survey and Site Clearance

The Contractor will do further investigation of existing facilities of the Site before commencing final design. There could be constraints on Site clearance especially in pipeline or transmission grid servitudes.

4.2 Building works

4.2.1. Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:

4.2.2. In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC Contract.

4.2.3. In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 Employer's Works Information and specific statements contained elsewhere in C3.1 Employer's Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the Works Information under ECC Clause 17.1.

4.2.4. Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:

Where the word or expression “Principal Agent” is used, read “Project Manager” or “Supervisor” as the context requires.

Where the word or expression “Contractor” is used, read “Contractor”.

Where the word or expression “Engineer” is used, read “Project Manager” or “Supervisor” as the context requires.

Where the Model Preambles for Trades 1999 mention “rates” for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC conditions of contract taking precedence.

4.2.5. Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:

Where the word or expression “bills of quantities” is used, this shall be discounted for the purposes of the Works Information. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.

4.2.6. Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 Employer’s Works Information paragraph 3.1.6 states details of the Contractor’s title (if
any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the works.

4.2.7. Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 Employer’s Works Information.

4.2.8. Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 Employer’s Works Information.

4.3 Civil Engineering and Structural Works

4.3.1. Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:

4.3.2. In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.

4.3.3. In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the Employer’s Works Information and specific statements contained elsewhere in C3.1 Employer’s Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager’s express duty to resolve any ambiguity or inconsistency in the Works Information under ECC Clause 17.1.

4.3.4. Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

Where the word or expression “Employer” is used, read “Employer”;

Where the word or expression “Contractor” is used, read “Contractor”;

Where the word or expression “Engineer” is used, read “Project Manager” or “Supervisor” as the context requires;

Where the word or expression “schedule of quantities” is used, this is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);

4.3.5. Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

“Acceptable. Approved (Approval)” is interpreted as either a Project Manager or a Supervisor communication or instruction in relation to Works Information compliance, consistent with the conditions of contract as the context requires;

“Adequate” is deleted. The Project Manager notifies the Contractor where the Contractor has not complied with the Works Information;

“Measurement and payment” and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);

4.3.6. Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

“Approval” by either the Project Manager and/or the Supervisor is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

4.3.7. SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.3.8. SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE.

4.3.9. Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression “Plant” is used, read “Equipment”.
4.3.10. SANS 1200 A: GENERAL 7.2 CONTRACTOR’S OFFICES, STORES AND SERVICES, applies but the Project Manager resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 Employer’s Works Information.

4.3.11. SANS 1200 A: GENERAL 3.1 SURVEYS.

4.3.12. Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression “specification” is used, read “Works Information”.

4.3.13. SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 Employer’s Works Information and in any case and at all times consistent with the conditions of contract.

4.3.14. Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression “Engineer” is used, read “Supervisor”.

4.3.15. SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.3.16. The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 Employer’s Works Information.

4.4 Electrical & mechanical engineering works

4.4.1. Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term “Equipment” (or the like) is used with the meaning of installation and items left behind in the works, then please read this term as “Plant” for ECC defined term compliance.

4.4.2. Installation

Installation of the SYSTEM will be according to the approved drawings, applicable specifications and standards.

4.4.3. Outdoor Installation:
- The Contractor must provide all track equipment necessary for the successful functioning and protection of his system. i.e. trackside monitoring equipment, gauges, sensors and protection plates.
- All track equipment must be installed as indicated on the approved equipment layout drawing from the supplier and the site and the container layout drawings.

4.4.4. Trenching and Cable Laying:
- Shall be done according to Transnet Freight Rail standards and specifications. Trenching and cable laying will be to specification CSE-516/1(January 1985). The Supervisor must inspect and approved the cable trench before closure.
- In the event of the tenderer wanting to make use of sub-Contractors for cable laying and trenching, these sub-Contractor must be nominated from Transnet’s list, this list is confidential and for information of the main Contractor only. The list shall not be distributed to any trenching and cable laying sub-Contractor.
- The Contractor must provide for all the tail cables trenching, pipe crossings, jointing, termination and testing of equipment cables (Screened cable shall be used where appropriate).
- Cable supplied must conform to equipment specification and standards.
- The Contractor must provide sand, stone and cement where needed to protect any cable and GI piping.
- Cables must be properly secured in hydraulic hosing, cable flex or GI pipes as specified.
All the cabling is to be buried. No cable markers are to be provided.

4.4.5. Indoor Installation
- The Contractor must provide cable ducts, which will match the existing installation’s cable ducts.
- Cable termination at track side as well as in the container shall be to industry standards approved by Transnet Freight Rail.
- Supply and positioning of equipment enclosures.
- Supplied enclosure must conform to Transnet Freight Rail specifications and standards.
- The enclosure shall be positioned according to the container-equipment layout drawing.

4.4.6. Special tools and Measurement
- The successful Contractor shall supply any special tools and test equipment required for installation, commission and maintenance for two depots.
- Test and quality sheet are to be supplied to the Supervisor by the tenderer before the commencement of the commissioning of the work.

4.5 Process control and IT works

4.5.1. SOFTWARE AND SPARES

4.5.1.1. Software
The successful Contractor shall provide a bootable device (CD, DVD or Flashcard) to reload the system software should the system software crash.

The successful Contractor shall create a ghost image after the successful commissioning of the system. The system shall be able to be restored from a ghost image.

4.5.2. Spares
The successful Contractor shall also provide sufficient critical component spares as part of the delivered system to ensure the measurement system is available at all times.

4.6 Other
N/A

5 List of drawings and Project Specifications

5.1 Drawings issued by the Employer
This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

5.2 Specifications issued by the Employer
This is the list of Specifications issued by the Employer at or before the Contract Date and which apply to this contract.

Note: Some Specifications may contain both Works Information and Site Information.
### APPLICABLE TRANSNET FREIGHT RAIL SPECIFICATIONS AND STANDARDS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>DOC.No.</th>
<th>CAT.</th>
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<th>DATE</th>
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<td>Annexure A</td>
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<td>29 Jan 18</td>
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<td>Environmental specification for Spoornet railway signalling systems</td>
<td>CSE-1154-001 E48</td>
<td>Mar-94</td>
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<td>Testing of signalling installations</td>
<td>CSE-1155-500 N48</td>
<td>1</td>
<td>Sep-94</td>
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<td>Preparation of drawings for Spoornet infrastructure</td>
<td>BBB0041</td>
<td>1</td>
<td>Sep-03</td>
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<td>Electrical Safety instructions</td>
<td>BBF3690</td>
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<td>April 12</td>
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<td>Procedure for testing, commissioning and handing over</td>
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<td>CSE-1159-001 X48</td>
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<td>Mar 1994</td>
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Contract Part C3: Works Information
SECTION 2

6 Management and Start Up.

6.1 Management meetings

The meetings will be designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

The Contractor shall attend management meetings at the Project Manager’s request. It is envisaged that at least one monthly contract management meeting, plus weekly site meetings will be held. The Contractor will also be required to attend a safety meeting once a month. The Contractor will also attend a kick off meeting and a close off meeting. The Contractor will be required to present all relevant information including quality plans, schedules, (including progress) subContractor management, and health, environmental and safety issues at such meetings.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.
6.2 Documentation control

6.2.1 In undertaking the works all documentation requirements for the works shall be dealt with in accordance with document DOC-STD-0001 – Rev03 (Contractor Documentation Submittal Requirements).

6.2.2 The Contractor Documentation Schedule (CDS) is as contemplated in DOC-STD-0001 – Rev 03, as contained in Annexure A.

6.2.3 The Contractor documentation “Starter kit”, as contemplated in DOC-STD-0001 – Rev 03, will be issued at the kick-off meeting following award.

6.2.4 All contract correspondence is issued through document control. All hardcopy communication will be delivered to the Employer via the Lead Document Controller at the project site office document control department. In the event of urgent communication, electronic communication can be transmitted to TCPDocControlRCB@transnet.net and cc Zanele_Wanda@transnet.net

6.2.5 Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the Contractor for corrective action and re-submission.

6.2.6 Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.

6.2.7 All drawings supplied shall comply with the CAD Standards, i.e. ENG-STD-0001, which may be requested from the Project Manager at the appropriate time.

6.2.8 It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Work.

6.2.9 The Contractor is to ensure that the latest versions of the required application software and a suitable ‘IT’ infrastructure are in place to support the electronic transmission of documentation.

6.2.10 Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

6.2.11 The Contractor shall be responsible for the supply of all Sub-Supplier/Contractor/ Manufacturer, etc. documentation and data related to their package of work, and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards prior to awarding sub-orders.

6.2.12 The required number of copies shall as a minimum be three (3) (1x original + 2 x hard copies), with the corresponding PDF and 'Native' file formats upon final submission.

6.2.13 The Contractor shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.

6.2.14 Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.

6.2.15 The Contractor shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.
6.3 Safety Risk Management

6.3.1 Health and Safety

The Contractor shall comply with the health and safety requirements contained in Tender Document to this Works Information and read it in conjunction with the Health and Safety Specification - 3427271-001E-SP-0001.

Safety Induction

The Contractor's staff shall be required to undergo a Safety Induction course prior to starting works. Transnet Freight Rail will undertake this training free of charge.

The duration will be a maximum of 4 hours during normal working time. The Contractor shall not be entitled to claim for loss of production whilst staff is attending the course.

Safety Regulations

During installation all safety measures prescribed by the Occupational Health and Safety Act, 1993 associated with working on a project of this nature shall be adhered to and particular attention shall be given to the storage of inflammable materials and the use of naked flames or other fire hazard operations.

Special care shall be exercised when welding or flame-cutting operations occur and tenderers are required to provide suitable fire fighting equipment at close hand to these operations.

For the application of the Occupational Health and Safety Act, 1993 the site and works shall be deemed to be under the Contractor's control for the duration of the contract and any subsequent maintenance period during which work is taking place. The Contractor shall be regarded as the employer and shall be responsible for ensuring that the requirements of the Act and the regulations are implemented on the work site.

Where referred to "Machinery and Occupational Safety Act 1983 (Act 6 of 1983)" in any specification or condition, forming part of this tender/contract, it must be replaced by "Occupational Health and Safety Act 1993 (Act 85 of 1993)".

The Contractor shall provide the necessary number of suitable first aid outfits, one set in the camp and one set at each working team. He shall maintain these outfits fully equipped at all times.

High voltage electrical equipment

All works shall be carried out in terms of the E7/1 Specification.

The attention of the Contractor is drawn to the possibility of "live" electrical overhead wires or underground cables existing in the area covered by this contract and the danger of coming in contact with such wires or piercing underground electrical cable, during excavations.

When doing installations or working on existing signalling equipment in the vicinity of high voltage equipment, the Contractor must take the necessary precautionary measures to safeguard his personnel against injury. The Contractor must consider all equipment as "live"; notwithstanding any safety measures introduced into the system to reduce induced stray voltages to a safe level.

All personnel under the control of the Contractor must be made aware of the danger of "live" electrical wires and cables as well as induced stray voltages from AC electrification into signalling cables and equipment before a commencement is made with the work.

High voltage switchgear rooms

The Contractor and each member of his personnel who may be required to enter high voltage switch rooms for the purpose of attending to equipment in terms of this contract must:

Observe the security regulations regarding the entry of maintenance personnel into all buildings, sub-and tie-stations, control rooms and equipment sites accommodating equipment to be attended to by him, as well as Transnet's Safety Instructions: High Voltage Electrical Equipment. Failure to comply with these requirements will render the Consumer liable for the payment of penalties and/or direct or indirect...
cost resulting from such negligence. The regulations and instructions having been made available to the Contractor, it will be the Contractor's responsibility to make sure that his personnel are in possession of these instructions.

Ensure that they are in possession of proper documents authorising them to enter high voltage switch rooms of Transnet.

By virtue of the indemnities furnished in the "Conditions of Contract", the Contractor shall be deemed to have complied with the indemnification requirements stipulated in Transnet's Safety Instructions: High Voltage Electrical Equipment, regarding personnel requiring access to sub- and tie-stations and electricity supply switching stations for the specific purpose of the work covered by this contract.

Whenever the Contractor or any member of his personnel enters a high voltage switch room belonging to Transnet he must:

Notify the Electrical Control Office concerned by means of the electrical control selector telephone of his presence in the switch room and the reason therefore.

Enter the details of his visit and the reason therefore in the switch room logbook and sign it.

When the Contractor or any member of his maintenance personnel is about to leave the switch room on completion of his duty he must:

Notify the Electrical Control Office concerned that he has completed his duties and is leaving the switch room. He must also inform the Electrical Control Office of his intended movements after leaving the switch room.

Complete the entry in the switch room logbook.

**Electrical control office**

Whenever the Contractor or any member of his personnel enters the Electrical Control Office he shall:

Identify himself to an Electrical Control Officer on duty and state the purpose of his visit;

Request permission to take occupation of any equipment or portion thereof if necessary for the purpose of the contract;

Request an Electrical Control Officer on duty to carry out such operations on the control panel as are necessary in respect of remaining control functions vested in the panel after occupation of any equipment is taken;

Enter the details of his visit and the reason therefor in the Electrical Control Office logbook and sign the entry.

When the Contractor or any member of his personnel is about to leave the Electrical Control Office on completion of his duty he shall:

Certify, in the Electrical Control Office logbook, whether the equipment is or is not in good working order and sign the entry;

Advise an Electrical Control Officer on duty of his intended movements after he leaves the Electrical Control Office.

**Central Traffic Control office (CTC), including the computer room**

Whenever the Contractor or any member of his personnel enters the Central Traffic Control office or local Traffic Control office he shall:

Identify himself to the Traffic Control Officer in charge and state the purpose of his visit;

Request permission to take occupation of any equipment or portion thereof if necessary for the purpose of the contract;

Request the Traffic Control Officer in charge to carry out such operations on the control panel or workstation as are necessary in respect of remaining control functions vested in the panel or workstation after occupation of any equipment is taken;
Enter the details of his visit and the reason therefor in the Traffic Control Office logbook and sign the entry.

When the Contractor or any member of his personnel is about to leave the Central Traffic Control office or local Traffic Control office on completion of his duty he shall:-
Certify, in the Traffic Control Office logbook, whether the equipment is or is not in good working order and sign the entry;
Advise the Traffic Control Officer in charge of his intended movements after he leaves the Central Traffic Control office or local Traffic Control office.

Health and Safety Specification

The Contractor must ensure compliance to OHS Act 85 of 1993 and regulations as well as site specific Health and Safety Specification. The Contractor must provide their Health and Safety plan.

The Contractor complies with the requirements of the Transnet Group Capital Safety Standard HAS-STD-0001 (refer CD). All works shall be carried out in terms of the E7/1 and BBF3690 Version 1 Specifications.

6.3.2 Contractor's General Requirements for Health and Safety

The Contractor is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, employees of other Transnet divisions, and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract.

The Contractor must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements. The Contractor must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The Contractor must manage all reasonably foreseeable hazards created by performance of the work. The Contractor must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site
- Avoid unnecessary interference with the passage of people and property at or near the Site
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services
- Be responsible for the adequacy, stability and safety of all of its site operations, of all its methods of design, construction and work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by TGC, its Contractors, employees, agents and invitees, or any Government Body

Costs for the above are borne by the Contractor.

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

6.3.3 Contractor's Health and Safety Management Plan

The Contractor must prepare, implement and administer the Contractor's Health and Safety Management Plan. The Plan is in writing and forwarded prior to mobilisation to the construction site for work under the Contract, to the Project Manager for review. The Health and Safety Management Plan must comply with this Contract including Project Site Rules & Requirements, and applicable law relating to workplace health and
safety and environmental health. Any proposed amendments or revisions to the Contractor's Safety Management Plan is submitted to the Project Manager for acceptance.

The Health and Safety Management Plan must provide a systematic method of managing hazards according to the risk priority, and must include all mobilisation and site set-up activities.

The Plan will be audited for completeness by the Project Manager using an audit tool, and a score of 80% will be required before it will be “accepted with comments”.

The Plan is presented and at least “accepted with comments” by the Project Manager BEFORE permission will be granted to the Contractor to mobilise to site.

The Contractor’s Health and Safety Management Plan must demonstrate management’s commitment to safety. The minimum requirements of the Contractor’s Health and Safety Management Plan are as follows:

- The Company Managing Director’s mission and vision statement with respect to safety.
- Organogram of site management team and safety personnel interfaces.
- CV’s showing qualifications and experience of key personnel.
- All statutory appointments.
- Work method statement/modus operandi to dismantle the structure safely

Risk assessments:

i. Working in live Substation
ii. Bulk Excavation.
iii. Layer works.
iv. Housekeeping.
v. Other potentially hazardous tasks identified from Work Method Statement

The Contractor makes the Health and Safety Management Plan available to its employees and SubContractors in the language of this contract and other local languages as may be required.

6.3.4 Site Supervision

The Contractor shall comply with OH&S Act – Section 8, 9, 13 and 16 and the Construction Regulations.

The Contractor must nominate and appoint a responsible person on site to whom the Project Manager may refer in connection with the Works. Persons are nominated for all shifts worked or whilst any activity relating to the Contract is being performed on site, and must have the authority to bind the Contractor with respect to the Contract. (OH&S Act - 16 Sections (2)).

The Contractor must ensure that the performance of all specified Works is supervised throughout by a sufficient number of qualified and competent appointed representatives of the Contractor, who have experience in the type of work specified. (OH&S Act – Construction Reg. 8.1 and 8.2).

Note: No work may commence and or continue without supervisory Appointees present on site. The Contractor’s Site Supervisor must be equipped with a mobile telephone with message bank and/or pager or an equivalent communication device so that communication throughout the Contract can be maintained at all times.

The Contractor’s Site Supervisor must provide a list of names and contact telephone numbers of all Contractor s and Sub-Contractor's contact persons on Site. This list is updated as a new Contractor or Sub-Contractor employee commences on Site.

The Contractor’s Site Supervisor must keep a record of all employees, including date of induction, relevant skills and licences, and be able to produce this list at the request of the Supervisor.
The Contractor's Site Supervisor must complete manning sheets describing the day's activities, labour numbers and classifications and issue these to the Supervisor prior to 9.00 am on a daily basis.

The Project Manager's Site Safety Representative is notified of any new starter with evidence of induction and site specific induction prior to commencement of work.

6.3.5 Contractor's Safety Officer

The Contractor's Safety Officer is appointed in terms under Construction Regulation 8.5 and is on site when work commences and must be present until all activities for the day (Including sub-Contractor s) are finished.

Safety Officers are appointed in the following ratio: (Total number of people to include sub-Contractor s).

The Contractor's Safety Officer is responsible to assist with legal compliance for his 16 (2) Appointee. He must report functionally to the TCP Safety Manager on site. He is equipped with a phone and a PC to ensure his duties and functions can be met.

The Safety Officer must have the following minimum qualifications:

- Must be registered with the SACPCMP as Construction Health & Safety Officer.
- At least 5 years' experience as a Safety Advisor on construction projects
- Sound knowledge of the Occupational Health and Safety Act and Regulations
- Sound knowledge of hazard identification and risk management processes
- Sound knowledge of incident causation phenomena
- Sound knowledge of accident investigation procedures
- Valid First Aid Certificate

Prior to work commencing, the Contractor must submit a CV of the proposed Site Safety Officer to the TCP Health & Safety Programme Manager for an interview and approval.

The Contractor must notify the Project Manager in writing of the name, qualifications, and duties and responsibilities of the Safety Officer proposed. Approval is obtained from the Project Manager, and the person is appointed and mobilised, prior to the Contractor mobilising to Site.

6.3.6 Contractor's Safety Manual

The Contractor must provide a hard copy of its safety manual, policies and procedures to the Project Manager for acceptance prior to the commencement of any site work. The Contractor must ensure that his personnel, at all times, strictly observe and comply with the procedures set out therein. The Project Manager or the Project Manager's nominated Representative may from time to time request safety procedures applicable to the area of operations. The Contractor must forward to the Project Manager any updates or revisions to its safety manuals, policies or procedures as soon as practicable following revision or update.

The Project Manager may require the Contractor from time to time to supplement its safety manual, policies and procedures with guidelines and/or operating standards provided to the Contractor by the Project Manager. The Contractor must comply with such requests where the request is consistent with the requirements of the Contract. The Contractor must give prompt written notice to the Project Manager of any objection to the requested supplement, including the reasons for objection. The Project Manager's rights under this Clause are not intended, and must not be construed, to relieve the Contractor from any obligations to ensure compliance with all provisions of this Contract.

6.3.7 Performance Measurement and Reporting

6.3.7.1 Health and Safety Statistics

The Contractor and each of its Sub-Contractor s must complete and submit Health and Safety statistics to the Project Manager or the Project Manager's nominated representative, or as amended by the Project
Manager, before mid-day on the Friday of each week. The Contractor must submit monthly Health & Safety Statistics before mid-day on the last day of each month to the Project Manager’s nominated representative.

6.3.7.2 Safety Management Records

The Contractor must submit to the Project Manager for acceptance a schedule of the specific Health and Safety records it intends to maintain for the Contract. As a minimum, such records are as specified by applicable legislation. Copies are provided to the Project Manager or the Project Manager’s nominated Representative if requested.

6.3.7.3 Field Technical/Safety Audit by the Project Manager

The Project Manager or the Project Manager’s nominated Representative has the right to conduct audits/inspections of the Contractor’s Safety Management Plan implementation, operations, equipment, emergency procedures, etc., at any time, and the Contractor must fully cooperate with the Project Manager or the Project Manager’s nominated Representative during such audits/inspections. The Project Manager’s rights under this clause does not, must not and will not relieve the Contractor of its own obligations to conduct audits and reviews of its own Health and Safety performance.

Where such audits/inspections reveal deficiencies in the Contractor’s procedures, drills, training or equipment, or non-conformities with the Contractor’s accepted project Safety Management Plan, of a minor nature (Risk Rating of 6 or less), the Contractor must investigate the cause of the nonconformity and initiate corrective and preventive action to rectify such deficiencies and non-conformities and prevent recurrence as soon as practicable.

Where such audits/inspections reveal deficiencies of a major nature (Risk rating of 7 or greater), the Contractor must stop work on the operation/activity concerned, immediately investigate the cause of the nonconformity, and initiate corrective actions to rectify such deficiencies and non-conformities and to prevent recurrence. These corrective action plans is submitted to the Project Manager for review and comment within 24 hours of the audit finding.

Where such deficiencies include an unsafe practice or a breach of the statutory or the Contract’s requirements, the Project Manager or the Project Manager nominated Representative may in accordance with the General Conditions of Contract suspend the work associated with the unsafe practice or breach until the deficiency is rectified.

The Project Manager or the Project Manager’s nominated Representative will establish a schedule of regular field safety audits which will be based on an audit tool aligned to the Contractor’s Safety Management Plan and site operations and activities. The Contractor’s audit conformance will be assessed as a percentage and where conformance is better than 80% it will be considered satisfactory and the Contractor must develop and implement an action plan within 4 weeks, to be reviewed at the next regular audit. Where the Contractor’s level of conformance is between 75 – 90%, a corrective action plan will be required to be developed and implemented within 2 weeks, and a follow up audit will be carried out. Where the Contractor’s conformance is less than 75% the Contractor must stop work until an investigation of the cause/s has been completed and corrective actions have been developed and implemented by the Contractor.

The Contractor must provide to the Project Manager or the Project Manager’s nominated Representative, at a time to be agreed, but not to exceed monthly intervals, a regular status report on all outstanding corrective actions until they are successfully closed out.
6.3.7.4 Unsafe Act/Condition Auditing

The Contractor must implement a system to recognize, correct, and report unsafe acts/conditions (Unsafe Act/Condition Auditing) associated with all site activities.

All such observations must be recorded and the record forwarded to the Project Manager for entry into the Employer's Safety Management system.

6.3.8 Involvement, Communication and Motivation

The Contractor's and subContractor's workforce must, through their supervision, safety notice boards, toolbox meetings and daily pre-start meetings be kept aware of safety related matters.

6.3.8.1 Safety Meetings

The Contractor must implement and comply with OH&S Act, Section 19

The Contractor must conduct weekly safety meetings with his employees to foster safety awareness. Copies of minutes and action items arising from such Toolbox meetings is submitted or otherwise made available for review by the Project Manager or the Project Manager nominated Representative.

Such meetings should at least address:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics
- Job or work look-ahead issues
- Safety statistics
- Significant Safety Occurrences (SSO)

The Contractor must conduct at least one formal safety meeting per month and must maintain appropriate records of attendance and meeting content. Such records are made available to the Project Manager's Representative. In addition to Daily Safe Task Instructions, the Contractor must conduct at least weekly "toolbox" meetings to discuss safety issues and procedures.

6.3.8.2 Pre Start Safety Briefings

The Contractor must hold documented Daily Safe Task Instructions with each work team before the start of each shift. Attendance records and brief topic notes are kept for auditing and record purposes.

6.3.8.3 Safety Review Meetings

The Contractor's Site Manager and a Site Safety Representative must take part in weekly safety review meetings between the Contractor and the Project Manager or the Project Manager's nominated Representative.

The Contractor must attend all project safety meetings as outlined in the Project Safety Management Plan.

6.3.8.4 Incentive

The Contractor shall establish systems within his organisation that recognise, reinforce and reward safety initiatives and desired outcomes with respect to SMP compliance.
6.3.9 Site Safety Review Committee
The Contractor complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

6.3.10 Job Safety Analysis
The Contractor completes a Job Safety Analysis prior to carrying out any operation on the Site and/or Working Area to the approval of the Project Manager.

6.3.11 Lines of Communication
The following personnel act on behalf of the Project Manager and may communicate directly with the Contractor and his key persons with respect to the SMP:
- Construction Manager (CM)
- Project Site Safety Manager (PSSM)

6.4 Commissioning Safety Study
The Project Manager, through his Construction Management Team, will facilitate and coordinate a formal Commissioning Safety Study and ensure that required procedures are prepared prior to the commencement of the commissioning phase.

The Commissioning Safety Study will provide a final checkpoint for the completed work and is part of the process for ensuring that all necessary actions have been completed. The elements to be considered include:
- Mechanical and electrical integrity systems are in place (e.g. equipment tests and inspections of critical equipment, quality control procedures, etc.) which will confirm that construction, equipment and materials are in accordance with design specifications
- Formal hazard analyses for pre-commissioning and commissioning activities have been completed, appropriately documented and communicated, and are available to all personnel.
- Punch-list work has been sufficiently completed so that installations are safe to apply hazardous energy.
- Documentation relevant to any modifications has been created or updated.
- Safe operating, maintenance and emergency procedures are in place.
- Operating and maintenance manuals are available and training of commissioning employees has been completed.
- As Built drawings are available.
- A Commissioning Permit (to apply hazardous energy) is developed and implemented.

The Project Manager will ensure that after commissioning there is a formal documented hand over to operations and maintenance personnel and others who will be impacted by hazards that have been identified during project activities. This will involve communication of any changes to the process hazards, procedures and operating philosophy. Safe systems of work will be established and updated throughout the Project. Safe systems of work will be subject to on-going review to ensure their effectiveness. Site-wide Permits to Work will be used as the basis of safe systems of work for specified hazardous activities.
6.5 Environmental constraints and management

6.5.1 The Contractor shall comply with the Standard Environmental Specification (SES) in Annexure ‘B’. The Project Manager shall notify the Contractor within four weeks of the Contract Date of the name of the person(s) delegated to perform the actions of the Employers Representative (ER) stated in the SES. The Project Manager shall notify the Contractor of any changes to the delegated persons when they arise.

6.5.2 The Contractor performs the works and all construction activities in accordance with the provisions of the following specification:

a) ENV-STD-002 Rev04 Standard Environmental Specifications (SES)
b) ENV-STD-001 Rev04 Construction Environmental Management Plan (CEMP)

(a) & (b) area contained in Annexure B & C to this Works Information.

6.5.3 The Contractor ensures that its Sub-Contractors comply with the requirements of the CEMP and SES.

6.5.4 The CSHEO submits daily, weekly and monthly checklists as required by the Environmental specification.

6.5.5 The roles and responsibilities of the various personnel acting on behalf of the Project Manager and who communicate directly with the Contractor and his key persons with respect to the CEMP and environmental issues are:

6.5.6 The Construction Manager (CM) is responsible for environmental management and reports to the Project Manager with specific tasks to:

a) Implementing the Employer’s CEMP
b) Monitor Contractor’s compliance to the CEMP

6.5.7 The Project Environmental Manager (Proj.EM) is responsible for ensuring that the Contractor complies with the CEMP and acts on behalf of the Project Manager.

6.5.8 The Project Environmental Officer (ProjEO) reports to the PSSM and ProjEM, conducts the day-to-day tasks to ensure that the Contractor complies with the CEMP and acts on behalf of the Project Manager.

6.5.9 The Contractor shall comply with the Standard Environmental Specification (SES) in Annexure B. The Project Manager shall notify the Contractor within four weeks of the Contract Date of the name of the person(s) delegated to perform the actions of the Employers Representative (ER) stated in the SES. The Project Manager shall notify the Contractor of any changes to the delegated persons when they arise.

6.6 Quality assurance requirements

6.6.1 A proposed inspection, test and quality plan based on ISO 9000 standards, indicating the main activity/material control, shall be provided with the submission.

6.6.2 It is an explicit requirement of this Contract that a documented quality assurance plan be implemented and maintained to ensure that the quality of work performed, conforms to the specified requirements.

6.6.3 The plan shall consist of checklists and measurement sheets to be completed by the Contractor in order to substantiate that the completed work conforms to the specifications with respect to material, quantity, dimensions, methods and other requirements as well as for the regular updating of
drawings to depict as built information. The entire plan for the Contract shall be controlled for comprehensiveness by means of a form referring to the various checklists and measurement sheets.

6.6.4 The Contractor may use his own checklists and forms or may use standard forms supplied by the Supervisor. The Contractor shall have his Quality Control Plan approved by the Supervisor prior to the start of any work or ordering of material.

6.6.5 Hold points shall be included in the plans before any covering of any part of the Works may commence as decided by the Supervisor.

6.6.6 No payment for a particular part of the Works shall be made without the relevant completed Quality Control Form, approved by the Supervisor.

6.6.7 Also refer to the conditions as stated in Clause 4.4 of SANS 1921-1:2004.

6.6.8 The Contractor shall have, maintain and demonstrate its use to the Project Manager (and/or the Supervisor) the documented Quality Management System to be used in the performance of the works.

6.6.9 The Contractor's Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the Project Manager) and as a minimum to the requirements of specification QAL-STD-0001 General Quality Requirements for Suppliers and Contractors as contained in Annexure F to this Works Information.

6.6.10 The Contractor submits his Quality Management System documents to the Project Manager as part of his programme under ECC Clause 31.2 to include details of:

6.6.11 Project Quality Plan (PQP) for the Contract shall include:

a) Quality Policy
b) Procedures to be used;
c) A schedule of internal and external audits, and
d) Inspections and Testing during the Contract

6.6.12 The Contractor's PQP includes or reference the quality plans of his Sub-Contractor(s).

6.6.13 The Contractor develops and maintains a comprehensive register of documents that shall be generated throughout the Contract including all quality related documents as part of its PQP.

6.6.14 The Project Manager indicates those documents required to be submitted for information, review or acceptance and the Contractor indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the Project Manager responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.

6.6.15 The Project Quality Plan means the Contractor's statements, which outlines strategy, methodology, resources allocation, and Quality Assurance and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information.

6.6.16 The Procedures means the Contractor's systems for management of:

a) Documentation Control
b) Design Control
c) Procurement
d) The Inspection and testing means:
e) Quality Control Plans
f) Inspection Points
g) Schedule of Inspections
h) Field Inspection Checklists
i) Inspection notification
j) Inspection and testing  
k) Inspection release  
l) Special processes  
m) Welding Procedures  
n) Material traceability and certification  

The Tenderer shall provide a proposed acceptance test procedure in his tender for all systems and sub systems to be approved by Transnet Freight Rail before commissioning.

Guarantee and defects period

All equipment provided shall be guaranteed for a period of one year starting on the date that the Notice of Completion has been issued for that particular station. Formal acceptance of the complete system will be given in writing after successful completion of the practical testing period.

The twelfth-month maintenance period will apply to each station individually and will commence after satisfactory completion and on the date that the Notice of Completion has been issued for that particular station.

Take measures to prevent a recurrence of the type of fault throughout the system.

The Supervisor will, where possible, assist with all items above and be entitled to take corrective action of its own should the Contractor not be able to give immediate attention at the time a fault occurs and recover from the Contractor any costs and expenses reasonably incurred by it in doing so. However, in this respect, any action taken by the Supervisor will in no way relieve the Contractor of his maintenance responsibilities.

If within the guarantee period mentioned above any defects should be found which, in the opinion of Transnet Freight Rail are due to improper or faulty materials, workmanship, design and/or methods of manufacture, and/or from any other fault or neglect on the part of the Contractor or his sub-contractor/s, then notwithstanding any superintendence, inspection, approval or certificate that may previously have been carried out or given, or any payment that may have been made to the Contractor on account of the work, the Contractor shall immediately, at his own cost entirely, remove and replace any defective parts or otherwise make good and remedy all such defects to the satisfaction of Transnet Freight Rail. In default of compliance by the Contractor with this obligation, Transnet Freight Rail may itself remove and replace the defective parts or otherwise make good and remedy all such defects, or may engage any other person to carry out the rectification work involved, or any portion thereof and the Contractor shall be liable to Transnet Freight Rail for all cost and expenses incurred by it in doing so.

Damages consequent to the neglect on the part of the Contractor

The Contractor will be held responsible for costs incurred by Transnet Freight Rail as a result of failure on the part of the Contractor or his personnel, to observe the security regulations of Transnet Freight Rail regarding the entry of personnel into all buildings or equipment sites, and such costs will be decided by Transnet Freight Rail.

Repair costs due to damage to the Transnet Freight Rail property by the Contractor and/or his staff will be for the account of the Contractor.

Certificate of completion

On completion of the installation and before the Project Manager conducts the final tests the Contractor shall submit a certificate to the Supervisor, stating that a competent person, who shall be named, has tested and corrected all equipment and circuits in accordance with the requirements and that the installation meets the demands of the specification and is completed in all respects. The Project Manager may not commence testing until the certificate referred to herein has been submitted.

The Contractor shall make such personnel available as may be deemed necessary by the Project Manager, to assist him with the final testing and commissioning of the installation.
The time required by the Project Manager, for the final testing and commissioning of the WORKS shall be determined by the Project Manager, in consultation with the Contractor.

The Supervisor will take over the work as a complete system after successful completion of the acceptance tests.

The Contractor must provide the necessary communication facilities required for the duration of the works as well as for the debugging, testing and final communication of the Works.

Every system shall be commissioned and taken over as a complete system after successful completion of the necessary documentation.

6.7 Programming constraints

CONSTRUCTION PROGRAMME

6.7.1 The Contractor’s construction WBS shall correspond with the Employers activity schedule include in PART 2: Pricing Data

6.7.2 The Contractor shows on each programme he submits to the Project Manager, the requirements of the [CEMP, SES, PES and SMP] as described under paragraph 2.4 of the Works Information, together with the associated environmental method statements.

6.7.3 The Contractor complies with the Employer’s programme when he submits his first programme.

6.7.4 The Contractor presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.

6.7.5 The Contractor uses Primavera version 6 for his programme submissions.

- The Contractor shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating the sequence of operations.

6.7.6 The Contractor’s programme shows duration of operations in working days.

6.7.7 The Contractor’s programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering, design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion (Hand-Over).

- Level 2 Project Schedule – summary schedules ‘rolled up’ from Level 3 Project Schedule described below

- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The Employer notifies any subsequent layouts and corresponding filters on revised programmes

- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the Contractor relating to all operations identified on the programme representing the daily activities by each discipline
A narrative status report, which includes [state precise details status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify]

6.7.8 The Contractor shows on each revised programme he submits to the Project Manager a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the Contractor.

6.7.9 The Contractor submits programme report information to the Project Manager at weekly intervals in addition to the intervals for submission of revised programmes as may be stated under Contract Data Part One.

6.7.10 The Contractor's weekly programme narrative report includes:

- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted Programme.
- 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- Manpower Histogram – reflecting actual, forecasted and planned activities
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

6.7.11 The Contractor's first acceptable programme baseline shall be agreed prior to award of the Contract.

The inspection, test and quality activities based on ISO 9000 standards, indicating the main activity/material control, must be included in the programme.

The time stipulated above shall include the time required for testing and commissioning by the Contractor as well as the time required for Transnet Freight Rail engineers to test and commission

The Contractor must plan the works in a way that will minimise train delays during occupations and to minimize the required Transnet Freight Rail’s supervision during installation.

The Contractor shall provide a works programme to the Supervisor within Fourteen (14) calendar days from the date of appointment. This programme should depict at least the following major activities:

a) Design
b) Checking and approval by Transnet Freight Rail
c) Manufacturing
d) Installation of track side equipment
e) Testing
f) Commissioning
g) Documentation (installation drawings and manual)
h) Training for Transnet Freight Rail staff during installation and prior to the handover of the Works.

Should the Supervisor, at any time, be of the opinion that the rate of progress of the Works or any part thereof is too slow to achieve the completion of the Works or any part thereof by the stipulated date of completion, he may notify the Contractor in writing. The Contractor shall thereupon take steps to expedite progress so as to complete the Works or any part thereof by the stipulated date of completion. The Contractor shall advise the Supervisor in writing immediately it becomes apparent to the Contractor that there will be a delay in the execution of the Works.
6.8 Contractor's management, supervision and key people

The Contractor shall submit an organogram indicating all key personnel involved in this contract as well as their relevant telephone or cell phone numbers. This information should be available within 2 (two) weeks after the award of contract.

6.8.1 The Contractor provides an Organogram and Curriculum Vitae's of all his Key people (both as required by the Employer and as independently stated by the Contractor under Contract Data Part Two) and shows how such Key people communicate with the Project Manager, the Supervisor and their delegates.

6.8.2 The Contractor employs a CSHEO, based on the Site, as a key person under ECC Clause 24.1.

6.8.3 The CSHEO reports to the PSSM in respect of issues relating to safety risk management. The CSHEO submits the CHSMP to the Project Manager for approval and ensures that the Contractor implements the CHSMP.

6.8.4 The CSHEO reports to the SHEC on the Site in respect of issues relating to environmental management. The CSHEO submits the CEMP to the Project Manager for approval and ensures that the Contractor implements the CEMP. The CSHEO provides the Project Manager with all environmental method statements.

The CSHEO tasks include but are not limited to:

- Reports a safety incident to the Project Manager;
- Attends all SHE meetings, toolbox talks, induction programmes and monitors compliance with the CHSMP;
- Submits daily, weekly and monthly reports and data as required by the CHSMP to the PSSM;
- Reports an environmental incident to the Project Manager;
- Undertakes daily, weekly and monthly inspections of the Site and Working Areas as required by the CEMP and submits reports to the Project EM;
- Monitors compliance with the CEMP and the environmental method statements submitted to the Project Manager; and
- Ensures the Contractor clears litter from the Site and Working Areas.
- The CSHEO submits daily, weekly and monthly checklists in the agreed format to the SHEC.

6.8.5 The Contractor employs a QA/QC Manager (CQA/QCM), based on the Site, as a key person under ECC Clause 24.1.

6.8.6 The CQA/QCM reports to the Supervisor. The CQA submits the PQP to the Project Manager for approval and ensures that the works meet the standards stated in the Works Information.

6.8.7 The CQA/QCM tasks include but are not limited to:
- Maintains the comprehensive register of documents required by the PQP;
- Undertakes all inspections and testing required by the PQP;
- Prepares and regularly updates the CDR, and

6.8.8 The Contractor employs the Contractor's Senior Planner (CSP) or Contractor's Lead Planner (CLP), based on site, as a key person under ECC Clause 24.1.
6.8.9 The CSP or CLP is based on the Site and is responsible for all construction programming, planning and reporting as stated under paragraph 2.6 of this Works Information.

6.8.10 The CSP or CLP tasks include but are not limited to:

- Undertakes the planning and scheduling of all activities comprising the works.
- Ensures the Contractor submits the first and all subsequently revised programmes accurately and in a timely manner to the Project Manager.
- Ensures the Contractor submits programme narrative report to the Project Manager at weekly intervals.

6.8.11 The Contractor employs a Contractor's Design Engineer (CDE) as a key person under ECC Clause 24.1.

The CDE is registered with ECSA as a Professional Engineer and is responsible for the design of all Equipment required for providing the works.

The CDE tasks include but are not limited to:

- Submits detailed designs and procedures of all Equipment to the Project Manager for acceptance, at least two weeks before same are required on the Site.
- Periodically visits the Site and Working Areas to ensure that the Contractor correctly implements his designs and procedures.
- Participates in design safety reviews.

6.8.12 The Contractor employs a Health and Safety Resource as a key person under ECC Clause 24.1

The Health and Safety Resource tasks are as stated in the relevant specification.

Construction Supervisory Staff

It is essential that suitably qualified and experienced personnel be used to undertake the execution as well as the overall supervision and management of the works. The Contractor shall provide details in the tender of the key persons whom he intends employing in a supervisory capacity for the specified work.

6.8.13 Site Diary

The Contractor shall provide an A4 size triplicate book to be used as Daily Diary book for the duration of the contract. The Supervisor shall retain the original sheet and the Contractor shall retain the first copy of each completed sheet. The second copy of each completed sheet shall be left in the Daily Diary Book. The diary shall be completed on a daily basis. The Supervisor shall provide the required format of the site diary to the Contractor during the first site meeting.

6.8.14 Site Instruction Book

In addition to this the Contractor shall provide an A4 size triplicate book to act as Site Instruction Book. The Supervisor shall retain the original sheet and the Contractor the first copy of each completed sheet. The second copy of each completed sheet shall be left in the Site Instruction Book. Only the Supervisor and/or his delegated representative shall have the authority to issue site instructions to the Contractor.
6.9 Training workshops and technology transfer

The successful Tenderer shall include in the quote for training for 15 maintenance technicians on site and for 3 persons on the systems setup, installation and maintenance to enable these people to train further personnel.

The Contractor facilitates the following requirements for training workshops:

- A safety pre-mobilisation workshop.
- Contractor employee safety training programme.
- The Contractor shall utilise local people for staffing up some of his requirements and shall ensure that there is adequate skills transfer taking place.
- Any other training as required by law or specifications referred to in this document.

6.10 Insurance provided by the Employer

The following exclusions apply to the insurances which the Employer provides in accordance with the Insurance Table on ECC Clauses 84.1 and 84.2:

- Where the Contractor identifies working areas outside the territorial limits of the Republic of South Africa
- Where the value of the works at the Contract Date exceeds R100,000,000 (Inclusive of VAT)
- Where the contract duration is planned to be in excess of 36 months
- Where the defects date exceeds 52 weeks after Completion of the whole of the works
- Compliance with the Compensation for Occupation Injuries and Disease Act No. 130 of 1933 as amended
- Employer’s common law liability
- The Contractor’s Equipment
- Motor vehicle cover
- Professional indemnity cover (Defective Design)

Where 2, 3 and/or 4 above apply, the Contractor liaises with the Employer, the Project Manager and its insurance brokers, to effect additional policy coverage.

The procedure manual further details the cover to be arranged by the Contractor and SubContractor as well as exclusions and deductibles. Insurance of all the Contractors floating plant, craft, etc shall be affected by the Contractor.

The Contractor liaises with the Employer and the Project Manager at the Contract Date to declare the ECC contract details to the Employer’s insurance brokers, AON.

The following exclusions apply to the insurance which the Employer provides for Loss of or damage to the works, Plant and Materials:

- Loss or damage of money or the like
- Aircraft, waterborne vessels or craft
- Losses discovered by taking of routine inventory
- Defective workmanship / defective design, re-design betterment or improvement
- Consequential loss
- Delay damages or penalties for delay
- Guarantees for performance or efficiency
- Air transit outside territorial limits
- Ocean transit or whilst in storage thereafter (unless inspected by an independent third party after off-loading)
- Maintenance and/or low performance damages
• Defects
• Wear, tear or gradual deterioration
• Electrical and mechanical breakdown or explosion to Plant after Completion tests have been satisfied
• Damage to any property insured due to ingress of mud, silt, water, debris unless pipe ends have been sealed at the end of each working day
• Damage to any property exposed or in excess of 10,000 metres of open trench

The following exclusions apply to the insurance which the Employer provides for Liability for loss of or damage to property (except the works, Plant and 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:

• Death or injury to the Contractor's employees
• Motor vehicle cover
• Aircraft / watercraft ownership cover
• Delay damages or penalties for delay
• Guarantees for performance or efficiency
• Defective workmanship
• Gradual pollution and contamination
• Vibration cover
• Contractual liabilities
• SASRIA risks (inter alia riot, strike, political malicious damage)
• Punitive damages
• War, asbestos and nuclear risks
• Removal of support in excess of R5,000,000

Where one of the above apply, the Contractor liaises with the Employer, the Project Manager and its insurance brokers to effect additional policy coverage. Where the works involve the assembly, erection and installation of Plant, the Contractor declares the full replacement value and not the value included in the ECC contract. The Contractor liaises with the Employer and the Project Manager when a claim is made and assists in completing the Incident Advice Form. The insurance that will be provided by the Employer is contained in the Contract Data – Part 1.

6.11 Contract change management

Standard as per the NEC 3

ECC clause 60 Series apply. The Contractor is to use the Employer's standard document templates for early warnings, compensation events and their respective registers.

At the Contract kick off meeting, the Contractor will be provided with the format of the standard forms to be used for communication of Contract change management (ECC Clause 60).
6.12 Provision of bonds and guarantees

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the Contractor is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The Employer may withhold payment of amounts due to the Contractor until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Contractor by the Project Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Contractor shall not affect the Employer’s right to termination stated in this contract.

6.13 Records of Defined Cost, payments & assessments of compensation events to be kept by the Contractor

As per Clause 52 of NEC 3.

7 Procurement

7.1 Code of Conduct

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

- The Transnet Procurement Procedures Manual (PPM);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (B-BBEE); and
- The Anti-Corruption Act.

This code of conduct has been included in this contract to formally 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.

7.1.1 Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.

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

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

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

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

Conflicts of Interest

1. A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.
- Doing business with family members
- Having a financial interest in another company in our industry

7.2 The Contractor’s Invoices

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

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

7.1.3 The invoice states the following:
Invoice addressed to Transnet SOC Ltd;
Transnet SOC Limited’s VAT No: 4720103177;
Invoice number;
The Contractor’s VAT Number; and the Contract number.
The invoice contains the supporting detail.

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

7.1.5 Invoices submitted by post are addressed to:
Transnet SOC Ltd
P O Box 1048
Johannesburg
20000
For the attention of The Contract Administrator, Transnet Group Capital

7.1.6. Invoices submitted by hand are presented to:

Transnet Group Capital
26th Floor – Carlton Centre
150 Commissioner Street
Johannesburg
2001

For the attention of The Contract Administrator, Transnet Group Capital

7.1.7. The invoice is presented as an original.

7.3 Payments

7.3.1 The Contractor is paid by electronic bank transfer within the period stated in the Contract Data.

7.3.2 The Contractor provides the Employer with his correct banking information to make the transfer.

7.3.3 All payments are provisional and subject to audit.

7.3.4 The Contractor preserves its records for such a period as the Department of Internal Revenue may require, but in any event for not less than five years.

7.4 People

7.4.1 The Employer supports the Government’s BBBEE initiatives and prefers that its suppliers have a BBBEE status at least at level 5 on the balanced scorecard of the Department of Trade and Industry (DTI).

7.4.2 If not already accredited, the Employer encourages the Contractor to obtain accreditation by one of the Accreditation Agencies using rating methodologies that are aligned to the most recent DTI Code of Good Practice.

7.4.3 The Contractor provides the Employer with his BBBEE Accreditation.

7.4.4 Obligations in respect of Supplier Development Plan (SD Plan)

• Contractor contributes to Supplier Development promoted by the Department of Public Enterprises of the Government of South Africa, as applied by the Employer. In response to this requirement, the Contractor undertakes to implement the Suppliers Development Obligations Plan.

• The Contractor shall develop and present, for acceptance, to the Employer or Project Manager in writing, within 45 (forty five) days from the date of receipt of the Employer’s Guidelines for Completion of Suppliers Development (SD) Proposal (or such other later date as the Employer may consent to), a detailed plan (the SD Plan) setting out the exact nature, extent and monetary value of the SD commitments which the Contractor is prepared to undertake, as well as the mechanisms and procedures to allow for access to information and verification of the Contractor’s compliance with the SD commitments it undertakes in the SD plan.

• The monetary value of the SD commitments undertaken by the Contractor shall not be less than the amounts set out in the SD Plan, in relation to any particular SD undertaking. The parties undertake to negotiate, in good faith, to agree to the content of the SD Plan within 20 (twenty) days from the date of submission of the initial SD Plan referred to above (or such other later date as the Employer may consent to).

7.4.5 BBBEE and preferencing scheme

Points will be awarded to tenderers based on preferencing using the balanced Department of Trade and Industry (DTI) scorecard. The application of the Broad Based Black Economic
Empowerment recognition levels and score preferring points are as follows:

<table>
<thead>
<tr>
<th>Contribution Level</th>
<th>Qualification Points on the generic scorecard</th>
<th>Broad-Based BEE Recognition Level</th>
<th>Preferencing Points Scored</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>Greater than or equal to 100 points</td>
<td>135%</td>
<td>10</td>
</tr>
<tr>
<td>Level 2</td>
<td>Greater than or equal to 85 points but less than 100 points</td>
<td>125%</td>
<td>9</td>
</tr>
<tr>
<td>Level 3</td>
<td>Greater than or equal to 75 points but less than 85 points</td>
<td>110%</td>
<td>8</td>
</tr>
<tr>
<td>Level 4</td>
<td>Greater than or equal to 65 points but less than 75 points</td>
<td>100%</td>
<td>7</td>
</tr>
<tr>
<td>Level 5</td>
<td>Greater than or equal to 55 points but less than 65 points</td>
<td>80%</td>
<td>6</td>
</tr>
<tr>
<td>Level 6</td>
<td>Greater than or equal to 45 points but less than 55 points</td>
<td>60%</td>
<td>5</td>
</tr>
<tr>
<td>Level 7</td>
<td>Greater than or equal to 40 points but less than 55 points</td>
<td>50%</td>
<td>4</td>
</tr>
<tr>
<td>Level 8</td>
<td>Greater than or equal to 30 points but less than 40 points</td>
<td>10%</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant</td>
<td>Less than 30 points</td>
<td>0%</td>
<td>0</td>
</tr>
</tbody>
</table>

On the basis the Contractor with a BBBEE recognition level of 135% will achieve 10 points, and the points will be allocated accordingly on a pro-rata basis as per the table above.

In addition to the above, provision is made for the case where a Contractor has greater than 50% black ownership. In this instance, provided the requisite documentary evidence is supplied, the Contractor will then be awarded preference points one level above that awarded based on the DTI scorecard. For example, a Contractor with > 50% black ownership obtaining a Level 6 contribution equating to 5 points will be awarded 6 preferring points (Level 5).

Contractors claiming Preference Points must submit together with the tender document their BEE verification certificates issued by Accredited Verification Agencies or Verification Agencies that are in possession of a valid pre-assessment letter from the South African National Accreditation System (SANAS). Despite this provision, all verification certificates issued by non-accredited verification agencies before 31 January 2010 will remain valid for 12 months from the date of issue (Refer Government Gazette Notice No. 810 of 2009 – 31 July 2009).

Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also reserves the right to carry out an independent audit of the Contractor’s scorecard components at any stage from the date of close of the tenders until completion of the contract.
7.5 The National Industrial Participation Programme

7.5.1 Introduction

Industrial Participation (IP) became obligatory on 1 September 1996. Cabinet fully endorsed the IP Policy and its operating guidelines on 30 April 1997.

In effect this means that all government and parastatal purchases or lease contracts (goods, equipment or services) with an imported content equal to or exceeding US$10 million (or the equivalent thereof) are subject to an Industrial Participation Obligation.

The Contractor who incurs an Industrial Participation Obligation will be required to participate in the South African economy as suggested by these guidelines and evaluation criteria. All Industrial Participation Projects/Business Proposals must be based on the principles of mutual benefit and business sense.

7.5.2 Characteristics of the Programme

The obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or equivalent of US$ 10 million will have an IP obligation. This threshold can be reached as follows:

- Any single contract exceeding US$ 10 million; or
- Multiple contracts with the same products or services each exceeding US$ 3 million awarded to one seller over a 2 year period which in total exceeds US$ 10 million; or
- A contract with a renewable option clause, where should the option be exercised the total value will exceed US$ 10 million.

The obligation will amount to 30% of the imported content. That is, if the imported content is $10 million the obligation will amount to $3 million. IP arrangements to satisfy the obligation include investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and Research and Development (R&D) collaboration that can be negotiated with partners and suppliers.

A period of seven years has been identified as the time frame in which to discharge the obligation.

IP is obligatory and therefore must be addressed.

7.5.3 How to satisfy the IP Requirements

The Contractor will initiate discussions with the Department of Trade and Industry (Industrial Participation Secretariat) regarding business proposals.

Business proposals must reflect new or incremental economic activity that is to be to the mutual benefit of both the South African economy and to the Contractor. Projects need to be submitted to the Industrial Participation Secretariat for approval before they are implemented in order to be considered.

Conditional contracts, subject to winning the tender, are signed with all potential Contractors. An agreement only becomes effective upon winning the tender. Only one contract will therefore become effective. This agreement is between the Industrial Participation Secretariat and the tenderer and therefore does not involve the purchasing entity.

The tenderer has to complete the Conditional Agreement with the Industrial Participation Secretariat as well as the IP Programme declaration and submit it with the Tender Documentation.

For further details about the programme, contact:

The Department of Trade and Industry
Private Bag X84
Pretoria
0001
Telephone Number: +27 (12) 394 9500
Fax Number: +27 (12) 394 9501
7.5.4 Supplier Development

The Supplier Development (SD) Programme is a Department of Public Enterprises (DPE) initiative supported by Transnet. The aim of SD is to increase the competitiveness, capacity and capability of the South African supply base where there are comparative advantages and potential competitive advantages of local supply. This can be achieved through skills transfer, increasing the local content of items procured, as well as building new capability in the local supplier base. In addition, SD has its roots grounded firmly around the transformation of South Africa and the empowerment of previously disadvantaged individuals and enterprises.

The scope and implementation of the supplier development will be agreed with the Contractor prior to award of the contract.

7.6 Subcontracting

7.6.1 The Contractor shall not employ or bring a SubContractor onto the Site and/or Working Areas without the prior approval of the Project Manager. Further, he shall appoint his sub-Contractor(s) under the NEC3 Engineering Contract Sub Contract unless approved otherwise by the Project Manager.

7.6.2 Where the Contractor employs a Sub-Contractor who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a Sub-Contractor operating on the Site and/or Working Areas, then the Contractor ensures that any such Sub-Contractor complies with the CHSMP (described under paragraph 2.3 of the Works Information) and the CEMP (described under paragraph 2.4 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the Contractor's obligations under the CHSMP, CEMP and PQP. These requirements shall also apply to/on dredging and other vessels and craft operating in the harbour.

7.6.3 Where the Contractor employs a Sub-Contractor who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a Sub-Contractor operating on the Site and/or Working Areas, then the responsibilities as determined in the construction regulation 5 shall apply.

7.6.4 The Contractor ensures that a Sub-Contractor complies fully with the Contractor's Quality Management System (as described in the Works Information). Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

7.7 Plant and Materials

7.1.8. Quality

Transnet would prefer that the successful tenderer purchase as much of the materials for the works as possible from Local Previously Marginalised suppliers.

All material to be supplied will comply with the relevant material specification as provided by Transnet Freight Rail or better except where otherwise agreed to by the Supervisor.

Workmanship, tolerances and frequency of testing of all materials will be in accordance with relevant Transnet Freight Rail specifications pertaining to the terms of work performed.

Transnet Specifications

a) E7/1: Specification for Works on, over, under or Adjacent to Railway Lines and near High Voltage Equipment

In addition to the requirement specified in the E7, standard project specifications as the installation shall be done in compliance the standards specified in specification CSE-504/7.
Any other work arising out of or incident to the above or required of the Contractor for the proper completion of the works shall be in accordance with the true meaning and intent of the document in this quotation.

The Tenderer shall supply his own power for the installation period.

**SANS Specifications**

a) SANS 1200A (1986): Section A: General

All specifications referred to in the contract documents but not bound therein shall be the latest edition or revision published at least 3 months before the closing date for receipt of tenders. SANS 1200 A SANS 1200 A shall apply subject to the following exclusions:

Measurement and payment for Preliminary and General costs will be as specified in clause 8 of SANS 1200 A subject to the following:

(i) Clauses 8.1.1 and 8.1.2.1(c) shall not apply.
(ii) The second sentence of clause 8.1.2.3 shall not apply. The settlement of any claim for additional costs in respect of preliminary and general items shall, where applicable, be based on the items and prices in the preliminary section of the schedule.
(iii) The sum tendered for the fixed-charge contractual requirements shall cover the Contractor's initial costs as specified in clause 8.3.1, but including insurance of the Works, material, plant and equipment and public liability insurance only in so far as these are not covered by insurances affected by Transnet.
(iv) Clause 8.3.3 shall not apply.
(v) Clause 8.2.2 shall not apply. Subject to the provisions of clause 8.2.4, payment for time-related items will be effected after payment for the relevant fixed-charge item has been made in terms of clauses 8.3.1 and 8.3.2. Incremental amounts, calculated by dividing the sums tendered by the number of months of the original period of contract then remaining, will be paid in each of the subsequent payment certificates until the sums tendered have been paid.
(vi) Clause 8.3.2.1 shall not apply. Payment for the facilities provided for the Supervisor as specified in the project specification shall be included in the relevant scheduled rates listed in clause 8.3.2.2.
(vii) The sum tendered for time-related contractual requirements shall cover all the Contractor's time-related costs as specified in clause 8.4.1, but excluding insurance of the Works, material, plant and equipment and public liability insurance in so far as these are covered by insurance effected by Transnet.
(viii) Clause 8.4.2.1 shall not apply. Payment for the facilities provided for the Supervisor shall be included in the relevant scheduled rates specified in clause 8.4.2.2.
(ix) Clauses 8.5 to 8.8 shall not apply.

Items for Preliminary and General in the Schedule of Quantities will be deemed to cover all the Contractor's cost of a Preliminary and General nature.

7.1.9. Plant & Materials provided “free issue” by the Employer

N/A

7.1.10. Contractor's procurement of Plant and Materials

All plant used by the Contractor on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. All material to be supplied by the Contractor will comply with the relevant specification.

7.1.11. Spares and consumables
The Tenderer must provide a list of recommended spares (rotatable units) and prices per item with the tender return, as well as predicted delivery if spares are not held in stock by the supplier. This list may be adjusted by Transnet and must be supplied prior to commissioning of the first site.

7.8 Tests and inspections before delivery

The Contractor submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others as detailed in the attached particular specification.

7.9 Marking Plant and Materials outside the Working Areas

No advance payments will be made for materials, plant or equipment supplied by the Contractor for the purpose of incorporation or installation as part of the Works. When material items are specified separately in the Schedule of Quantities, they will be paid for only when they have been incorporated or installed in the Works.

7.9.1 The Contractor prepares and marks items of Plant and Materials outside the Working Areas as mutually agreed with the Supervisor.

7.9.2 Where applicable, the Contractor shall take digital photographs for transmission to the Supervisor as proof of marking.

7.10 Contractor’s Equipment (including temporary works).

All equipment to be supplied by the Contractor will comply with the relevant standard specifications.

- Any tools, test equipment, cables, connectors and devices needed for installation, testing and commissioning shall be provided by the Contractor.

- The Contractor shall be supply any special tools and test equipment required for installation, commission and maintenance.

- Test and quality sheets are to be supplied to the Supervisor by the Contractor prior to commencement of commissioning of the work.

7.11 Preparation of post Completion contracts

Supplier of equipment will be required to enter into a long term supplier contract with Transnet Freight Rail.
ANNEXURE A

PART 4: SITE INFORMATION

DESIGN, SUPPLY, CONSTRUCTION, TESTING AND COMMISSIONING OF A ON THE FLY SYSTEM IN ERMEO YARD – PHASE 1A
1.1 Site information

The site is located within the Ermelo Transnet Depot, Mpumalanga, in the balloon.

The Contractor shall attend the site inspection and be acquainted with the nature of the works, the conditions under which the work is to be performed, the means of access to the site, any limitations or other authorities and in general with all matters that may influence or affect the contract.

The Contractor shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing.

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

The site is in the rail reserve and safe working distances are to be maintained at all times. There are 2 protection substations in the balloon, one at the AC section and one on the DC section. The OTF line runs from the ‘D’ yard to the ‘B’ yard, where D is DC and B is AC.

The railway line is operational and the construction work is to be conducted in such a way so as not to disrupt operations. The Contractor shall allow for working under these conditions. Access to areas adjacent to the construction site shall be maintained at all times.

1.3 On site information

There is existing work done by others and the works will be additional work to be done as to the works information.

No works shall commence on site without approved plans or without prior approval by the Project Manager.

1.4 Hidden services

It is the responsibility of the Contractor to detect and protect the existing services. The Contractor shall liaise with the Project Manager in this regard before commencing excavations.
1.5 Layout plan