

## NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

### **Transnet SOC Ltd**

Registration Number 1990/000900/30

(hereinafter referred to as the "*Employer*")

and

### **Pending**

Registration Number .....

(hereinafter referred to as the "*Contractor*")

**Description of the Works**      Install one Knuckle Boom Crane with computerised load moment indicator and all associated Equipment onto Rail Wagon, Commission and Certify.

**RFQ Number**                      DBN-000-002

**Start Date**                        03<sup>rd</sup> June 2013

**Completion Date**                02<sup>nd</sup> August 2013

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| C4 | Site Information |
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## THE TENDER

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## **PART T1: TENDERING PROCEDURES**

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## **T1.1: TENDER NOTICE & INVITATION TO TENDER**

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## T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders to Install one Knuckle Boom Crane with computerised load moment indicator and all associated Equipment onto Rail Wagon, Commission and Certify.

Only tenderers who meet the minimum prequalification criteria of 60% in terms of quality "functionality" will be eligible for further evaluation.

Preferences are offered to tenderers who are in a possession of a valid SANAS BBBEE accreditation certificate.

Only tenderers who previously had successfully completed the works of similar nature are eligible to submit tenders

The physical address for collection of tender documents is **Queens Warehouse, 237 Mahatma Gandhi Road, Point Durban.**

Documents may be collected during working hours after **09:00 on Monday, 15 April 2013.**

Queries relating to the issue of these documents may be addressed to

Ms	Mary Dube
Tel No	031-361 1769
Vax No.	0866 488 433
Email	mary.dube@transnet.net

A **compulsory clarification** meeting with representatives of the Employer will take place at **130 Eel Road Bayhead, Durban on Tuesday, 23 April 2013** starting at **10:00.**

The closing time for receipt of tenders is **12:00 on Tuesday, 14<sup>th</sup> May 2013.** Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

**Transnet urges Clients, Suppliers and Service Providers to report any acts of fraud and/or instances of corruption to Transnet's TIP-OFFS ANONYMOUS on 0800 003 056 or [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com).**

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND INTENTION TO TENDER**

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail  
Fax No. 0866 488 433  
Attention: Mary Dube

Project No.: 000.  
Tender No.: DBN-000-002.  
Closing Date: 14<sup>th</sup> May 2013.

**For: Install one Knuckle Boom Crane with computerised load moment indicator and all associated equipment onto Rail Wagon, Commission and Certify**

**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

**Check**  
**Yes** ☐  
**No** ☐

REASON FOR NOT TENDERING:

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

SIGNATURE : \_\_\_\_\_

TITLE: \_\_\_\_\_

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## **T1.2: TENDER DATA**

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## T1.2 Tender Data (Alternative Method 2)

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009, subsequently amended (May 2010), Board Notice 86 of 2010. (See [www.cidb.org.za](http://www.cidb.org.za))

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

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

Clause	Data
F.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd</b> (Reg No. 1990/000900/30)
F.1.2	The tender documents issued by the <i>Employer</i> comprise: <b>The Tender</b> <b>Part T1: Tendering procedures</b> T1.1 Tender notice and invitation to tender T1.2 Tender data <b>Part T2 : Returnable documents</b> T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 2) C2.2 Price List <b>The contract</b> <b>Part C1: Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data (Parts 1 & 2) <b>Part C2: Pricing data</b> C2.1 Pricing instructions C2.2 Price List <b>Part C3: Scope of work</b> C3.1 Works Information <b>Part C4: Site information</b> C4.1 Site information
F.1.4	The Employer's agent is: Name: Deborah van Wyk Address: 237 Mahatma Gandhi Road, Point, Durban Tel No. 031-361 1772 Fax No. 0866 488 153 E – mail <a href="mailto:deborah.vanwyk@transnet.net">deborah.vanwyk@transnet.net</a>
F1.6	The competitive negotiation procedure may be applied.

### 1. Pre-Qualifying Quality (Functionality) Criteria

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

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

Quality criteria	Sub-criteria	Maximum number of points
Management & CV's of Key Persons	-	25
Previous Experience	-	25
Technical Backup	-	25
Statement of Compliance	-	25
<b>Maximum possible score for quality (W<sub>Q</sub>)</b>		<b>100</b>

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

- T2.2-7 Management & CV's of Key Persons
- T2.2-25 Previous Experience
- T2.2-46 Technical Backup
- T2.2-47 Contractor's Design and Technical Compliance

The minimum number of evaluation points for quality is : 60

The persons named in the Schedule of Key Persons of tenderers who satisfy the minimum quality criteria may be invited to an interview. Tenderers who attain a score of less than 50% of the points allocated to the interview will be declared ineligible to tender.

Each evaluation criteria will be assessed in terms of Five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality, unless scored collectively. (See CIDB Inform Practice Note #9)

**Note: Any tender not complying with all three of the above mentioned stipulations, numbered 1 to 3, will be regarded as non-responsive and will therefore not be considered for further evaluation**

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 list 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 list.

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F.2.12 No alternative tender offers will be considered

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F.2.13.3 Parts of each tender offer communicated on paper shall be as an original.

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F.2.13.5 The Employer's details and address for delivery of tender offers and identification details that  
F2.15.1 are to be shown on each tender offer package are:

Location of tender box                      Queens Warehouse  
Main Reception  
Ground Floor

Physical address:                              237 Mahatma Gandhi Road, Point, Durban.

Identification details:                        The tender documents must be submitted in a  
sealed envelope labelled with:

- Name of Tenderer: (insert company name)
- Contact person and details: Mary Dube
- The RFQ Number: DBN-000-002

The Tender Description: Install one Knuckle Boom Crane with computerised load moment indicator and all associated Equipment onto Rail Wagon, Commission and Certify Documents must be marked for the attention of: Mary Dube

Prior arrangement on the submittal of large tender documents should be made with Mary Dube

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

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

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F.2.16 The tender offer validity period is 08 weeks

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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), preferencing 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 submission stated in the *Employer's* request, the *Employer* may regard the tender offer as non-responsive.

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F.2.20 If requested, submit for the *Employer's* acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data. (The format is included in Part T2.2 of this procurement document).

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F.2.22 Return all retained tender documents within 28 days after the expiry of the validity period

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

1. an **original valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid SANAS or IRBA B-BBEE accreditation certificate, and

3. A letter of Good Standing with the Compensation Fund

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

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F.3.4 The time and location for opening of the tender offers are:  
Time 12h00 on **Tuesday, 14<sup>th</sup> May 2013.**  
Location: **237 Mahatma Gandhi Road, Point. Durban.**

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F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2.

F.3.13.7

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

80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 1,000 000

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

Should the 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 tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. Tenderers with no accreditation will score zero points for preferencing.

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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;
- 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.
- d) the tenderer has 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, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

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

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## **PART T2: RETURNABLE DOCUMENTS**

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## **T2.1: LIST OF RETURNABLE DOCUMENTS**

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## T2.1 List of Returnable Documents

### 1. Returnable Schedules

T2.2-7	Management and CV's of key persons
T2.2-14	Authority to submit tender
T2.2-16	Record of addenda to tender documents
T2.2-17	Compulsory Enterprise Questionnaire
T2.2-22	Health and Safety Plan
T2.2-25	Previous experience
T2.2-27	Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31	Supplier Code of Conduct
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-36	RFP Declaration Form
T2.2-37	Method Statement
T2.2-43	RFP – Breach of
T2.2-46	Technical Back-up and Support
T2.2-47	Contractor's Design and Technical Compliance
T2.2-50	B-BBEE Preference Points Claim Form

**This schedule is required for payment purposes only:**

T2.2-34	Supplier Declaration Form
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### 2. C1.1 Offer portion of Form of Offer & Acceptance

### 3. C1.2 Contract Data Part 2: Data by Contractor

### 4. C2.2 Price List

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## **T2.2: SCHEDULES**

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## EVALUATION SCHEDULE

### T2.2-7 : Management & CV's of Key Persons – ECSC<sup>1</sup>

Please describe the management arrangements for the *works*.

Submit the following documents as a minimum with your tender document:

1. An organisation chart showing on site and off-site management (including the key people and also identify the required legal appointments.)
2. CV's for people proposed for all identified posts including Safety Officer and Quality Assurance Representative.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
  - Working with the NEC3 Engineering and Construction Short Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

**Attached submissions to this schedule:**

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<sup>1</sup>NEC3 Engineering & Construction Short Contract (June 2005).

The scoring of the Management & CV's of Key Persons will be as follows:

	<b>General experience and qualifications</b>	<b>Adequacy for the assignment</b>	<b>Knowledge of issues pertinent to the project</b>
<b>No Response (score 0)</b>	The tenderer has submitted no information or inadequate information to determine a score.		
<b>Poor (score 40)</b>	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, skills, training and experience	Key staff have limited experience of issues pertinent to the project
<b>Satisfactory (score 70)</b>	Key staff have reasonable levels of general experience	Key staff have reasonable levels of project specific education, skills, training and experience	Key staff have reasonable experience of issues pertinent to the project
<b>Good (score 90)</b>	Key staff have extensive levels of general experience	Key staff have extensive levels of project specific education, skills, training and experience	Key staff have extensive experience of issues pertinent to the project
<b>Very good (score 100)</b>	Key staff have outstanding levels of general experience	Key staff have outstanding levels of project specific education, skills, training and experience	Key staff have outstanding experience of issues pertinent to the project

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.

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

### 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.

Name	Address	Signature	Date

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

“PREVIEW COPY ONLY”

### C. Certificate for Joint Venture

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

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

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

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

## D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

“PREVIEW COPY ONLY”

## 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

Held at:	100 Eel Road, Bayhead	
On (date)	02 April 2013	Starting time: 10h00

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 / Purchaser's Representative* to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

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

Name

Signature

Capacity

Name

Signature

Capacity

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

Name

Signature

Capacity

Date & time

## 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:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

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

Name	Identity number	Personal income tax number

\* 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:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*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:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise  
name

## 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. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description, type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
12. Complete and return with tender documentation the Contractor Safety Questionnaire (Attachment No 8) included in the Health and Safety Specification TCP-HAS-STD-0001 Rev 00.
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement

**Attached submissions to this schedule:**

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Signed

Date

Name

Position

Tenderer

## EVALUATION SCHEDULE

### T2.2-25 : Previous Experience

**Note to tenderers:**

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.

The scoring of the Previous Experience will be as follows:

	Previous Experience
<b>No Response</b> (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
<b>Poor</b> (score 40)	The tenderer has limited experience.
<b>Satisfactory</b> (score 70)	The tenderer has relevant experience but has not dealt with the critical issues specific to the assignment.
<b>Good</b> (score 90)	The tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances.
<b>Very Good</b> (score 100)	The tenderer has outstanding experience in projects of a similar nature.

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

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Signed

Date

Name

Position

Tenderer

## **T2.2-27 : Broad-Based Black Economic Empowerment (B-BBEE)**

### **B-BBEE and preferencing scheme:**

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their tender responses. Transnet will accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended), to companies who provide a B-BBEE Accreditation Certificate. All procurement and disposal transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective suppliers to submit tenders for its various capital expenditure programmes, it urges tenderers (Large Enterprises and QSEs - see below) to have themselves accredited by any one of the various Accreditation Agencies approved by SANAS (the South African National Accreditation Systems, under the auspices of the Department of Trade and Industry)

In terms of Government Gazette No 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only B-BBEE Accreditation Certificates issued by SANAS or IRBA approved Verification Agencies will be valid.

**All certificates are to display the B-BBEE Verification Agency Body Name and BVA Body number.**

Enterprises will be rated by such agencies based on the following:

**a) Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all seven elements of the B-BBEE scorecard

**b) Qualifying Small Enterprises – QSE (i.e annual turnover between R5 million and R35 million):**

- Rating based on any four of the elements of the B-BBEE scorecard

**c) Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million):**

- EMEs are exempted from B-BBEE accreditation
- Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition



- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
- EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

In addition to the above, tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to B-BBEE companies, must state in their tenders the percentage, of the total contract value that will be allocated to such B-BBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such B-BBEE JV-partners and / or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the tender response to enable Transnet to evaluate / adjudicate all tenders received on a fair basis.

Respondents will be required to furnish proof of the above to Transnet. (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for B-BBEE.

Turnover: Kindly indicate your company's annual turnover for the past year

ZAR.....

- If annual turnover <R5m, please attach audited financials.
- If annual turnover >R5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

In addition to the accreditation certificate, Transnet also requires that tenderers register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's ("DTI") National B-BBEE IT Portal and Opportunities Network and **provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.**

Transnet will use the DTI B-BBEE IT Portal as a single data source for its B-BBEE supplier selection criteria and procurement improvement programme by tracking compliance, understanding spend and by sourcing future procurement opportunities.

#### 1. Instructions for registration and obtaining a DTI B-BBEE Profile:

1. Go to <http://bee.thedti.gov.za>
2. Click on B-BBEE Registry
3. Click on *Register or Login*
4. Click on *Click Here to Register*
5. Complete the registration page
6. Once registered, click on *List on Registry*

7. Follow all 'on-screen' and e-mailed instructions to submit your documentation and obtain your Profile

### **Socio-Economic Obligations for Foreign Tenderers:**

Foreign tenderers, who do not have local agencies or other corporate representation in South Africa, will not be evaluated in terms of the B-BBEE requirements but will fall under the associated South African Government's initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which can be viewed at the Railways and Harbours Supply Chain Association's website, [www.rhsupplychain.com](http://www.rhsupplychain.com)

A 10% preference system (i.e. equivalent to the B-BBEE preference points above) will be allocated for the evaluation of a tenderer's offer under its socio-economic obligations in relation to the CSDP.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-31 : Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, 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 straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### **Conflicts of Interest**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

## T2.2-33 : 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 to Install one Knuckle Boom Crane with computerised load moment indicator and all associated Equipment onto Rail Wagon, Commission and Certify ('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

“PREVIEW COPY ONLY”



## T2.2-34: Supplier Declaration Form

### Transnet Supplier Declaration / Application

#### THE FINANCIAL DIRECTOR OR COMPANY SECRETARY:

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

- Complete the "Supplier Declaration Form" (**SDF**) on all pages of this letter
- Original cancelled cheque OR certified letter from the bank verifying banking details (with bank stamp and on bank letterhead)
- Certified** copy of Identity document of Shareholders / Directors / Members (where applicable)
- Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
- Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
- A letter with the company's letterhead confirming physical and postal addresses
- Original** or **certified** copy of SARS Tax Clearance certificate and VAT registration certificate
- A **certified** signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND / OR** BBBEE certificate and detailed scorecard from a SANAS accredited rating agency.
- Complete the Transnet Supplier Code of Conduct form on the following website: [www.transnet-supplier.net](http://www.transnet-supplier.net)
- Certified** (valid) IRP 30 exemption certificate
- A **certified** copy of a recent months EMP 201 form
- A **Certified** declaration that at least 3 employees are on a full time basis
- An affidavit or solemn declaration duly signed in terms of 80% of income

**NB: Failure to submit the above documentation will delay the vendor creation process.**

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

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 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.

#### IMPORTANT NOTES:

- If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND / OR** BBBEE certificate and detailed scorecard from a SANAS accredited rating agency, should you feel you will be able to attain a better BBBEE score.
- If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- 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.
- No payments can be made to a vendor until the** vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- From 1 February 2011 only BBBEE certificates issued by SANAS accredited verification agencies will be valid.

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Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents and annexe mentioned above to the Transnet Official who is intending to procure your company's services / products

### i) Supplier Declaration Form

Company Trading Name										
Company Registered Name										
Did your company previously operate under another name?							Yes		No	
If <b>YES</b> state the previous name below										
Trading Name										
Registered Name										
Company Registration Number Or ID Number If A Sole Proprietor										
Form of entity		CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor			
Is your company VAT Registered?		Yes		No		Exempt				
If <b>Yes</b> , state VAT Registration Number										
If <b>No or Exempt</b> , state reason										
Bank Name						Bank Account Number				
Company Physical Address						Code				
Company Postal Address						Code				
Company Telephone number										
Company Fax Number										
Company E-Mail Address										
Company Website Address										
Contact Person										
Designation										
Telephone										
Email										
Last Financial Year Annual Turnover		<R1Million		R1-R5Million		R5-R35Million		>R35Million		
Indicate using a 'X' the business sector in which your company is involved / operating										
Agriculture										
Manufacturing										
Electricity, Gas and Water										
Retail, Motor Trade and Repair Services										
Catering, accommodation and Other Trade										
Community, Social and Personal Services										
Mining and Quarrying										
Construction										
Finance and Business Services										
Wholesale Trade, Commercial Agents and Allied Services										
Transport, Storage and Communications										
Other (Specify)										

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## ii) Category of Supplier

The following information needs to be completed by the supplier to determine which category of supply to follow.

Company Trading Name			
Company Registered Name			
A. Are you a supplier of goods and / or products?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
If yes, what goods and / or products are being supplied?			
B. Are you a supplier of service and / or labour?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
If yes, what service and / or labour are being supplied?			

**NB:** If your answer to Question A is "YES", the supplier is not subject to Employees' Tax. The supplier is to be captured as a **TRADE VENDOR** via the **PROCUREMENT OFFICE** and referred to the Accounts Payable Department for payment. You will be required to attach supporting documents 1 -12 from the checklist.

If your answer to Question B is "YES", please answer the questions below:

	Yes	No
1.1. Is the service provider a natural person (i.e. labour broker) who supplies Transnet with other persons to render services, or perform work for Transnet; and who is remunerated by the service provider?	<input type="checkbox"/>	<input type="checkbox"/>
1.2. Is the service provider a natural person (i.e. contractor) who supplies services to Transnet?	<input type="checkbox"/>	<input type="checkbox"/>
1.3. Is the service provider a company, close corporation or trust who supplies Transnet with services or labour?	<input type="checkbox"/>	<input type="checkbox"/>

- If the answer to question 1.1 is "YES" the service provider has to complete **ANNEXURE A** of the Supplier Declaration Form. Please attach supporting documents 1-13 from the checklist
- If the answer to question 1.2 is "YES" the service provider has to complete **ANNEXURE B** of the Supplier Declaration Form. Please attach supporting document 1-12, 14 -15 from checklist
- If the answer to question 1.3 is "YES" the service provider has to complete **ANNEXURE C** of the Supplier Declaration Form. Please attach supporting documents 1-12, 14-16 from checklist

BBBEE Ownership Details				
Does your company have a valid BBBEE certificate?			Yes	No
What is your broad based BEE status (Level 1 to 9 / Unknown)				
Majority Race of Ownership				
% Black Ownership		% Black women ownership		% Disabled person(s) ownership
Transnet Contact Person				
Contact number				
Transnet operating division				

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

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

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**Internal Transnet Departmental Questionnaire (Internal Use Only)**

Company Trading Name	
Company Registered Name	

**To be completed by the Transnet Requesting / Sourcing Department**

TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unblock		Once-Off / Emergency Request			
Extend		Delete		Undelete							

**Internal Sign-Off if Vendor is exempt or not Registered for VAT (Group Tax Department)**

Name		Designation	
Signature		Date	

Service Provider	Deduct Tax	No Tax	Department Responsible for Payment
Labour broker without IRP30 exemption certificate			
Labour broker with IRP30 exemption certificate			
Personal Service Provider			
Independent Contractor			
None of the above apply, state reason			

**A. Internal Document Checklist**

Document List	Yes / No
1) Complete Supplier Declaration Form (SDF)	
2) Verification of banking details	
3) Original cancelled cheque or	
4) Letter from the bank (with bank stamp)	
5) Certified copy of identity document of Shareholders / Directors / Members	
6) Certified copy of certificate of incorporation	
7) Certified copy of share certificates of Shareholders	
8) A letter with the company's letterhead confirming physical and postal addresses	
9) Original or certified copy of SARS Tax Clearance certificate and VAT registration certificate	
10) Confirmation of most recent annual turnover and percentage black ownership	
11) Signed letter from the Auditor / Accountant ; AND / OR BBBEE certificate and detailed scorecard from Accredited rating agency (ABVA Member)	
12) Completed Transnet Supplier Code of Conduct form and proof of submission (www.transnet-suppliers.net)	
13) Valid IRP 30 exemption certificate (Annexure A)	
14) A copy of a recent months EMP 201 form (Annexure B & C)	
15) Declaration that at least 3 employees are on a full time basis (Annexure B & C)	
16) Declaration in terms of 80% of income (Annexure C)	

**Make a difference, if you aware of any corruption and fraudulent activities in Transnet please contact Tipp-Off Anonymous**

**Hotline:** 0800 003 056

**Fax:** 0800 007 788

**Email:** [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)

**Website:** [www.transnet.net](http://www.transnet.net) and click on the Tip – offs Anonymous link

**Post:** Tip-offs Anonymous, Freepost DN 298, Umhlanga Rocks, 4320

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**Classification:**

**Date:** 16 January 2011

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### Annexure A

Company Trading Name	
Company Registered Name	

In order for Transnet not to classify you as a "labour broker" as defined in the Fourth Schedule to the Act, you need to provide Transnet with a valid IRP 30 exemption certificate.

	Yes	No
<p>1. Do you have a valid IRP 30 exemption certificate?</p> <p>If "yes", you will not be regarded as an "employee" for employees' tax purposes. Payments made to you will not be subjected to PAYE, UIF or SDL.</p> <p>If "no", you will be regarded as an "employee" for employees' tax purposes. Payments made to you will be subject PAYE, UIF and SDL. Normal tax tables will apply</p>		

### For admin purposes only:

	Yes	No
Labour broker exempt therefore not an employee and no PAYE to be deducted ( Accounts Payable)		
Labour broker without an IRP 30 exemption certificate therefore regarded as an employee and PAYE must be withheld (HR / Payroll)		
Certified copy of IRP30 exemption certificate received?		
Name	Signature	
Position	Date	

## Annexure B

Company Trading Name	
Company Registered Name	

In order for Transnet to determine whether you are an "independent contractor" as defined in the Fourth Schedule to the Act, you are required to answer the following questions by marking the appropriate column with an X. The answers supplied will be used to determine whether Transnet is obliged to deduct employees' tax from any payment due to you.

	Yes	No
<p>1.) Do you employ three or more full-time employees (excluding "connected persons" in relation to yourself)?</p> <p>If "yes", please provide the following documentation;</p> <ul style="list-style-type: none"> <li>— A copy of a recent months EMP 201 form;</li> <li>— A declaration that at least 3 employees are on a full time basis engaged in the business of rendering the services and are not connected persons.</li> </ul> <p>If the above documentation is provided, payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to questions 2 and 3. If "no", please proceed to question 2.</p>		
<p>2.) Will you render your services mainly at the premises of Transnet?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to question 3. If "yes", please proceed to question 3.</p>		
<p>3.) Will you be working under the supervision and control of Transnet as to the manner in which your duties are performed or as to the hours you are required to work?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL.</p> <p>If "yes", you will not be regarded as an independent contractor for employees' tax purposes and payments to you will be subject to employees' tax. Normal tax tables will apply.</p>		
<p>4.) Is the contractor required to work for a period of 22 hours or more per week?</p> <p>If the answer is "yes" the person will be regarded as being in standard employment and payments made to employee will be subject to employees' tax in accordance with the tax tables for natural persons.</p>		
<p>5.) Is the contractor required to work at least 5 hours a day, but Transnet will not pay the contractor more than R208 for that day? If the answer is "yes" employees' tax should not be withheld.</p>		
<p>6.) Will the contractor be working for less than 22 hours for Transnet, but Transnet will be their only employer?</p> <p>If the answer is "yes" a written declaration should be supplied to Transnet to the effect that Transnet will be the only employer of the contractor. The contractor is in standard employment and employees' tax needs to be withheld in accordance with the tax tables for natural persons.</p>		
<p>7.) Will Transnet expects the contractor to work for a period of less than 22 hours per week? If the answer is "yes" the contractor is in non-standard employment and employees' tax needs to be withheld at a flat rate of 25%.</p>		
<p>8.) Will the contractor be allowed to work for any other employer while performing duties for Transnet? If the answer is "no" the contractor needs to provide Transnet with a written declaration to the effect that Transnet is its only employer. If contractor can supply such declaration it will be regarded as being in</p>		

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standard employment and employees' tax must be calculated in accordance with the tax tables for natural persons.		
--	--	--

**For admin purposes only:**

Company Trading Name	
Company Registered Name	

	Yes	No
Independent contract – Not a employee, therefore no PAYE to be deducted (Accounts Payable)		
Not an independent contractor – Regarded as an employee, therefore PAYE must be withheld (HR / Payroll)		
Declaration in term of 3 or more employee's received?		
If not an independent contractor determine whether in standard employment or non-standard employment		
Name	Signature	
Position	Date	

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## Annexure C

Company Trading Name	
Company Registered Name	

In order for Transnet to evaluate whether the supplier is a "Personal Service Provider" as defined in the Fourth Schedule to the Act, the supplier must answer the following questions by marking the appropriate column with an X. The answers supplied will be used to determine whether Transnet is obliged to deduct employees' tax from any payment due to the supplier.

	Yes	No
<p>1.) Does your company / close corporation or trust employ three or more full-time employees (other than shareholders, members or connected persons) on a full time basis?</p> <p>If "yes" please provide the following documentation;</p> <ul style="list-style-type: none"> <li>- A copy of a recent months EMP 201 form;</li> <li>- A declaration that at least 3 employees are on a full time basis engaged in the business of rendering the services and are not connected persons).</li> </ul> <p>If the above documentation is provided, payments to be made will not be subject to PAYE, UIF or SDL. No need to complete questions 2 – 7.</p> <p>If the above documentation cannot be provided, please continue in completing this form. If the answer is "no", please proceed to the next question.</p>		
<p>2.) Where your organisation is a company, will a shareholder (20% or more) or a "connected person" in relation to such shareholder(s) provide the services to Transnet?</p> <p>Where your organisation is a close corporation, will a member or a "connected person" in relation to such member(s) provide the services to Transnet?</p> <p>Where your organisation is a trust, will a beneficiary or a "connected person" in relation to such trust provide the services to Transnet?</p> <p>If your answer is "yes" to any one of the above questions, you need to complete each of the remaining questions.</p> <p>If your answer is "no", the payments made to the company will not be subject to PAYE, UIF or SDL.</p>		
<p>3.) Would the person supplying the services to Transnet be regarded as an employee of Transnet if the services were rendered directly to Transnet, notwithstanding that the services are rendered via a company, close corporation or trust?</p> <p>If the answer is "yes", the company / close corporation or trust is a "personal service provider" and payments made to the company, close corporation or trust are subject to PAYE and SDL. If the answer is "no", please continue in completing this form.</p>		
<p>4.) Will the person rendering the services to Transnet render such services mainly at the premises of Transnet and will such person be working under the supervision and control of Transnet as to the manner in which such person's duties are performed?</p> <p>If the answer is "yes", the company / close corporation or trust is a "personal service provider" and payments made to the company / close corporation or trust are subject to PAYE and SDL.</p> <p>If the answer is "no" please continue in completing this form.</p>		
<p>5.) Will your company / close corporation or trust derive more than 80% of its income during the year of assessment from any one client?</p> <p>If the answer is "yes" the company / close corporation or trust is a "personal service provider" and payments to the company / close corporation or trust be will be subject to PAYE and SDL .If the answer</p>		

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is "no", you should provide Transnet with a written declaration. If a written declaration is provided, no employees' tax will be deducted from payments to be made the company / close corporation or trust.		
--	--	--

**For Admin purpose only:**

Company Trading Name	
Company Registered Name	

Personal Service Provider – Not regarded as an employee, therefore no PAYE to be deducted (Accounts Payable)		
Personal Service Provider regarded as an employee, therefore PAYE must be withheld (HR / Payroll)		
Declaration in terms of 3 or more employee's received?		
Declaration in terms of 80%of income?		
Name		Signature
Position		Date

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### 1.1 Supporting Documents Required

The table below contains a list of compulsory documentation in relation to the each type of Trade Vendor:

Vendor Documents required									
	Company Registration	Proof of Ownership	Proof of banking details	Income Tax	Vat registration	Company Name Change	Proof of Address	Proof of communication	Proof of BBBEE
Sole Proprietor	ID document of Individual	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Close Corporation – CC	CK 1 (Close Corporation Founding Statement)	Shareholdings Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK2 (Amended Founding Statement)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Partnership	Letters stating Partners with ID numbers	Partnership agreement	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Public Company – LTD	CK documents (CM1 & CM29)	Shareholders Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate

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Private Companies – (PTY) LTD	CK documents (CM1 & CM29)	Shareholders Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Business Trust	Deed of Trust – Trust agreement	Clear copy of Trustees Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Non Profit Organizations (NPO)	CK documents (CM1 & CM29)	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Incorporated company – INC	CK documents (CM1 & CM29)	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Parastatals / Government Institutions (E.g. Municipalities, Eskom, etc.)	Certified Letter head / Certified invoice	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque Certified Letterhead / Certified invoice	A valid certified original Tax Clearance Certificate / letterhead / Certified invoice	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Educational Institution (e.g. Universities colleges schools)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance Certificate / letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate

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Specialised Professions (E.g. Promotional speakers, Doctors, Specialists etc.)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Financial Institutions (e.g. banks)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate

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T2.2-34: Supplier Declaration Form

## T2.2-36 : RFP DECLARATION FORM

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

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

1. Transnet has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP 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 bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Respondents" 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\_\_\_\_

For and on behalf of ..... duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	



## T2.2-37 : Method Statement

### Note to tenderers:

#### Method statement

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

1. Method of installation specifically plant and equipment to be used viz. crane, welding plants, etc. as required.
2. Corrosion protection for items to be cut or drilled during the work process.

Signed

Date

Name

Position

Tenderer

## 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

## EVALUATION SCHEDULE

### T2.2-46 : Technical Back-up and Support

**Note to tenderers:**

The Tenderer must give a signed undertaking, clearly stating what technical support would be available from him after Completion, irrespective of whether a maintenance contract is entered into with the Tenderer or not.

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

The score for Technical back-up and support will be as follows:

	Technical Back-up and Support
<b>No Response (score 0)</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Poor (score 40)</b>	The tenderer has no technical back-up and support
<b>Satisfactory (score 70)</b>	The tenderer has limited technical back-up and support
<b>Good (score 90)</b>	The tenderer has relevant technical back-up and support but has not dealt with the critical issues specific to the assignment.
<b>Very Good (score 100)</b>	The tenderer has extensive technical back-up and support in relation to the project and has worked previously under similar conditions and circumstances.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## EVALUATION SCHEDULE

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

#### Note to tenderers:

- Compliance To Specification
- Risk & Environment Compliance
- Health and Safety Compliance
- LMI certification on Commissioning.
- Calibration Certificates for Control Systems.

#### Index of items attached to this schedule

The score for Technical Compliance will be as follows:

	Statement of Technical Compliance
<b>No Response (score 0)</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Poor (score 40)</b>	The tenderer has limited technical compliance
<b>Satisfactory (score 70)</b>	The tenderer has relevant technical compliance
<b>Good (score 90)</b>	The tenderer has extensive technical compliance.
<b>Very Good (score 100)</b>	The tenderer has outstanding technical compliance

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM

(SDB 6.1)

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

---

### 1. INTRODUCTION

- 1.1 A total of 80 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Tenderer to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the tender will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Tenderer, either before a Tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

### 2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status 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;
- 2.4 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.5 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.6 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.7 **"contract"** means the agreement that results from the acceptance of a tender by Transnet;
- 2.8 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 2.9 **"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 and 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;

- 2.10 **"functionality"** means the measurement according to predetermined norms, as set out in the tender 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 tenderer;
- 2.11 **"non-firm prices"** means all prices other than "firm" prices;
- 2.12 **"person"** includes reference to a juristic person;
- 2.13 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;
- 2.14 **"subcontract"** means the primary contractor's assigning or leasing or 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;
- 2.15 **"Tender"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.16 **"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 Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"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
- 2.18 **"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 Tenderer obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another tenderer.
- 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 will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Tender will be awarded to the Tenderer 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 Tenders have scored equal points including equal preference points for B-BBEE, the successful Tender will be the one scoring the highest score for functionality.
- 3.6 Should two or more Tenders be equal in all respect, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

*Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.*

- 4.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Tenderers other than EMEs 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 Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.5 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 Tender.
- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderer intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Tenderer qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.8 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status



level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

## 5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

### 5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? ..... %
- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

### 5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm
  - ☐ Partnership/Joint Venture/Consortium
  - ☐ One person business/sole propriety
  - ☐ Close Corporations
  - ☐ Company (Pty) Ltd
  - [TICK APPLICABLE BOX]
- (v) Describe Principal Business Activities



TRANSNET FREIGHT RAIL

RFQ NUMBER: DBN-000-002

DESCRIPTION OF THE WORKS: Install one Knuckle Boom Crane with computerised load moment indicator and all associated Equipment onto Rail Wagon, Commission and Certify

---

.....  
.....  
.....  
.....  
(vi) Company Classification

☐ Manufacturer

☐ Supplier

☐ Professional Service Provider

☐ Other Service Providers, e.g Transporter, etc

[TICK APPLICABLE BOX]

(vii) Total number of years the company/firm has been in business.....

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## TENDER DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) 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, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the Tendering 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 Tenderer or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

## WITNESSES:

1. ....

SIGNATURE OF TENDERER

2. ....

DATE:

COMPANY NAME: .....

ADDRESS: .....

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---

## **THE CONTRACT**

---

## CONTRACT DOCUMENTS

### Form of Offer and Acceptance

### Contract Data

Part One – Data provided by the *Employer*

Part Two – Data provided by the *Contractor*

Conditions of Contract (3<sup>rd</sup> Edition – available separately)

### Pricing Data

### Scope of Work

### Site Information

### Appendices

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## **PART C1: AGREEMENT & CONTRACT DATA**

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## **C1.1: FORM OF OFFER & ACCEPTANCE**

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## 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:

### **Install one Knuckle Boom Crane with computerised moment indicator and all associated equipment onto Rail Wagon, Commission and Certify.**

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

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 14% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

## 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 Freight Rail  
237 Mahatma Gandhi Road  
Point Durban

Name &  
signature of  
witness

Date



**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

**For the tenderer:****For the Employer**

Signature

Name

Capacity

On behalf  
of*(Insert name and address of organisation)*Name &  
signature  
of witness

Date

Transnet Freight Rail  
237 Mahatma Gandhi Road  
Point Durban

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## C1.2: CONTRACT DATA

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**C1.2 Contract Data****Data provided by the Employer**

Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (June 2005) (ECSC3)<sup>1</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.

Completion of this data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Carlton Centre 150 Commissioner Street Johannesburg</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Freight Rail 237 Mahatma Gandhi Road Point, Durban 4001</b>
		<b>Postal Address:</b>
		<b>P.O. Box 38163 Durban 4000</b>
	Tel No.	<b>031-361 1967</b>
	Fax No.	<b>031-361 1785</b>
11.2(11)	The <i>works</i> are	<b>Install one Knuckle Boom Crane with computerised load moment indicator and all associated Equipment onto Rail Wagon, Commission and Certify</b>
11.2(13)	The Works Information is in	<b>the document called 'Works Information' in Part 3 of this contract.</b>
11.2(12)	The Site Information is in	<b>the document called 'Site Information' in Part 4 of this contract.</b>
11.2(12)	The <i>site</i> is	<b>130 Eel Road, in Bayhead</b>
30.1	The <i>starting date</i> is	<b>03<sup>rd</sup> June 2013</b>
11.2(2)	The <i>completion date</i> is	<b>02<sup>nd</sup> August 2013</b>
13.2	The <i>period for reply</i> is	<b>2 (Two) weeks</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

14.4	The <i>Employer's</i> representative is (name)	<b>Mahomed Sayid</b>
	Address	<b>237 Mahatma Gandhi Road Point, Durban 4001</b>
	Tel No.	<b>031-361 1873</b>
	Vax No.	<b>086 673 1275</b>
	The authority of the <i>Employer's</i> representative is	<b>The <i>Employer's</i> representative is delegated to carry out all the actions of the <i>Employer</i> as stated in this contract with the exception of those required by clause 51.1, 81.1, 90, 91, 91 &amp; 93</b>
40	The <i>defects date</i> is	<b>12 months after Completion</b>
41.3	The <i>defect correction period</i> is	<b>2 weeks</b>
50.1	The <i>assessment day</i> is on the	<b>10<sup>th</sup> of each month.</b>
50.5	The <i>delay damages</i> are	<b>R 350,00 per day</b>
50.6	The retention is	<b>n/a</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received</b>
51.4	The interest rate on late payment is	<b>The prime lending rate of the Standard Bank of South Africa</b>
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>The deductible for any one event, as stated in the Insurance Policy</b>

82.1 The *Employer* provides this insurance

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. (BPCI)

Cover/indemnity to the extent as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

The deductibles are as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

2. Insurance against loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

Cover/indemnity is to the extent as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

The deductibles are as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

3. Insurance against Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon

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

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

4. Insurance against 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*) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

Cover/indemnity is to the extent as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

The deductibles are as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

82.1 The *Contractor* provides these insurances

The *Contractor* provides these insurances from the Insurance Table:

1. Where the Contract requires that design of any part of the *works* shall be provided by the *Contractor*, he shall satisfy the *Employer* that professional indemnity insurance cover in

connection therewith has been effected

2. Where the Contract involves manufacture and/or fabrication of Plant and 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 and Materials, components or other goods for incorporation into 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 or fabrication, such interest shall be noted by an endorsement made on 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 R5,000,000.
  - The insurance coverage referred to in 1, 2, 3 and 4, above shall be obtained from an insurer 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 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 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 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 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 <i>contract</i> for any one event is that which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
93.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
93.2(2)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
93.4	The <i>tribunal</i> is:	Arbitration
If the tribunal is arbitration complete this data.	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	The Chairman of the Association of Arbitrators (Southern Africa)
	The <i>conditions of contract</i> are the NEC3 Engineering and Construction Short Contract (June 2005) <sup>2</sup>	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

## Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>3</sup> 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 page 26 of the ECSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The Contractor is (Name): Address Tel No. Fax No. E-mail address
63.2	The percentage for overheads and profit added to the Defined Cost for people is %
63.2	The percentage for overheads and profit added to other Defined Cost is %
11.2(9)	The Price List is in the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is R excluding VAT [Enter the total of the Prices from the Price List]: [in words] excluding VAT

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.



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## PART C2: PRICING DATA

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## **C2.1: PRICING INSTRUCTIONS**

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## C2 Pricing Data

### C2.1 Pricing Instructions

Entries in the first four columns in the Price List are made either by the *Employer* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

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## C2.2: THE PRICE LIST

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ITEM	RATE	QUANTITY	TOTAL COST (RATE X QUANTITY)
SUPPLY OF EQUIPMENT REQUIRED	TRANSNET ISSUE	1	R 0
INSTALLATION ON SITE	R	1	R
TEST, CALIBRATE, COMMISSION & CERTIFY IN CONJUNCTION WITH SUPPLIER	R	1	R
PERSONNEL TRAINING AND INDUCTION IN CONJUNCTION WITH SUPPLIER	R	1	R
TENDER TOTAL			R

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## **PART C3: SCOPE OF WORK**

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## PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	13
Total number of pages		14

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## C3.1 EMPLOYER'S WORKS INFORMATION

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## 1.1 Executive overview

The *Contractor* is to perform the following works:

- Install one Knuckle Boom Crane with computerised load moment indicator and all associated equipment onto Rail wagon, Commission and Certify as per Scope of Work detailed in Clause 1.1.1 in this document.

### 1.1.1) SCOPE OF WORK

#### 1.1.1.1) PREAMBLE

Tenders are invited for the installation and commissioning of one Knuckle Boom Crane with computerised load moment indicator and all associated equipment mounted onto a Rail Wagon.

#### 1.1.1.2) EXTENT OF WORK

The contractor is to undertake the installation, commissioning, calibration and certification of a jib crane mounted onto a Rail wagon including the Mounting Sub-Frame. Relevant certificates are to be furnished for all equipment and installed and commissioned. Commissioning and certification to be done in conjunction with Crane Supplier.

Rail Wagon to be prepared and spray painted. Existing wagon numbering to be re-instated.

#### 1.1.1.3) TECHNICAL REQUIREMENTS

All work undertaken to be in compliance with SANS 19 and Regulation 18 of the Driven Machinery Act. All equipment to be water and dust-proof.

Crane Type	Lifting Capacity		Remote Operation
	Reach	Reach	
Knuckle Boom	2970kg at 14m	7300kg at 6m	Required.
Crane to be supplied with Integrated Stability Control and Active Oscillation Control.			
Power-Pack	Hydraulic operation driven by Magarius Deutz Diesel Engine – Air Cooled.		
Mounting Sub-Frame	Hot Dip Galvanised.		
Max	Operating	350 bar / 35 MPa	

Pressure	
Fully Extended Reach	14m Minimum
Stabiliser Spread	Hydraulic operation. 8m maximum.
Slewing Angle	Continuous rotation.
Structure Coating	KTL protection required as used for Marine cranes.
Personnel Training & induction	Required. Once Off.
Rail Trucks	To Be supplied by Transnet Capital Projects

#### 1.1.1.4) DURATION OF WORKS

Transnet RME will supply the wagon required for this contract. ALL other materials and equipment to be supplied by the Contractor.

#### 1.1.1.5) DURATION OF WORKS

Transnet Projects requires that this work be undertaken immediately on award of contract for completion within a maximum of four weeks.

#### 1.1.1.6) INVOICING AND PAYMENT

Invoice to be submitted on completion of specific aspect of contract. Payment will be thirty days from invoice date as per Transnet procedure.

Partial Claim will only be entertained on delivery of items to work site. Maximum partial claim will be sixty percent of contract value. Final payment will be processed only after testing and commissioning of installed equipment and after required certification is furnished.

#### 1.1.1.7) SPECIFICATIONS

The following specification forms part of this tender:

1. SANS 19.
2. Driven Machinery Act

#### 1.1.1.8) PRICING

Pricing to include the following:

- Installation of Lifting Crane and associated equipment on Site.
- Calibration, commissioning and certification in conjunction with Crane Supplier.

Quotation to include all aspects of task.

#### 1.1.1.9) Certification

The Following Certification is to be supplied as part of this contract:

- LMI certification on Commissioning.
- Calibration Certificates for Control Systems.

## 1.2 **Employer's objectives**

The *Employer's* objective is to have a Lifting Crane mounted onto a Rail Wagon, commissioned and certified for use on various Rail Projects.

## 1.3 **Interpretation and terminology**

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CM	Construction Manager
DWG	Drawings
EO	Environmental Officer
HSSP	Health and Safety Surveillance Plan
QA	Quality Assurance
SANS	South African National Standards
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan

## 2 **Construction**

### 2.1 **Temporary works, Site services & construction constraints**

2.1.1 *Employer's* Site entry and security control, permits, and Site regulations

2.1.2 The *Contractor* complies with the following requirements of the *Employer*:

The Contractor shall arrange for all staff under his control to be inducted by RME personnel – inclusive of all sub-contractors.

The contractor shall provide medical entry and exit certification of all staff under his control for the duration of the contract.

2.1.3 Restrictions to access on Site, roads, walkways and barricades

2.1.4 The *Contractor* complies with the following requirements of the *Employer*:

The contractor and all staff under his control shall comply with all local safety regulations and instructions from the RME Safety Officer.

2.1.5 People restrictions on Site; hours of work, conduct and records:

The hours of work shall be 07:00 to 17:00 weekdays and weekends.

- 2.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

The hours of work shall be 07:00 to 17:00 weekdays and weekends.

- 2.1.7 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

- 2.1.8 Health and safety facilities on Site

- 2.1.9 The *Contractor* complies with Transnet requirements as stipulated by the CM when utilising Health and safety facilities on Site.

- 2.1.10 The *Contractor* complies with the CEMP in the construction of the works.

- 2.1.11 Cooperating with and obtaining acceptance of others

- 2.1.12 The *Contractor* performs the works and co-operates with:

The personnel who will be occupying the site for other duties

- 2.1.13 Publicity and progress photographs

The contractor may only take progress photographs with the permission of the site agent or project manager

- 2.1.14 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

- 2.1.15 *Contractor's* Equipment

The *Contractor* shall keep records on site of all equipment and plant under his control, indicating whether hired or owned.

- 2.1.16 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

- 2.1.17 Equipment provided by the *Employer*

The Contractor shall provide all necessary equipment required to complete the works

- 2.1.18 Site services and facilities:

The site is within the confines of an established Depot. The Contractor will be allowed use of mess and ablution with prior arrangement with the site agent or project manager.

- 2.1.19 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

- 2.1.20 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

## 2.2 Completion, testing, commissioning and correction of Defects

- 2.2.1 The work to be done by the Completion Date

On or before the Completion Date the Contractor shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in

any case before the dates stated. The Project Manager cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the Employer from using the works and others from doing their work.

2.2.2 Use of the *works* before Completion has been certified

2.2.3 Take over procedures

2.2.4 The *Contractor* ensures that the documentation as described in the *Works* Information is presented to the *Project Manager* before Completion.

2.2.5 Access given by the *Employer* for correction of Defects

2.2.6 Training and technology transfer

### 3 Plant and Materials Standards and Workmanship

#### 3.1 Building works (N/A)

#### 3.2 Electrical & mechanical engineering works

3.2.1 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 List Of Drawings

#### 4.1 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.

Drawing number	Revision	Title
CE_A_36_14588		DZ General Arrangement
W_002_D031		DZ Underframe
W_003_D031		Material List
W_027_D029 (IT 56)		Floor Support

## SECTION 2

### 5 Management and start up

#### 5.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events (Risk Reduction Meeting)	Fortnightly on day to advised	[state details]	Project Manager Supervisor , Contractor and appropriate key persons
Overall contract progress and feedback	Monthly on last working day of the month	TNPA Boardroom at Ocean Terminal Building, T Jetty.	Employer, Contractor, Supervisor, and Project Manager (and appropriate delegates)

#### 5.2 Safety risk management

5.2.1 The Contractor shall be solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, the Principal's employees and persons at or in the vicinity of the site, the works, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract. The Contractor will be required to sign the Section 37(2) Agreement, in terms of the Occupational Health and Safety Act, to commit them to this requirement. (Refer to section 37.2 of the Act).

The Contractor shall initiate and maintain health and safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality. The Contractor shall, at its own cost, implement and maintain safeguards for the protection of workers and the public and shall manage all reasonably foreseeable hazards created by performance of the work. Furthermore, the Contractor shall:

- Use facilities provided and take all measures necessary for maintaining proper personal hygiene, ensuring health and safety of persons and property
- Avoid unnecessary interference with the passage of people, vehicles 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 work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by the Agent, its Contractors, employees, or any Government Body



- Traffic management may be needed to and be communicated to the users of the area before work commences. The traffic management will form part of the Safety Plan.

Cost for the above shall be borne by the Contractor.

The Contractor shall comply and shall be responsible for ensuring that all of its subcontractors comply with the relevant statutory regulations for safety and the Agent/Principal Contractor's Health and Safety requirements as defined in document HAS-STD-0001.

5.2.1 The Contractor complies with the following:

The Contractor shall provide an overview of its safety manuals, policies and procedures to the Agent/Principal and shall ensure that its personnel, at all times, strictly observe and comply with the requirements set out therein as well as safety procedures requested by the Contractor from time to time applying to the area of operations. The Contractor shall forward to the Agent/Principal Contractor any updates or revisions to its safety manuals, policies or procedures as soon as practicable following revision or update.

The Agent/Principal Contractor 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 Agent/Principal Contractor. The Contractor shall comply with such requests where the request is consistent with the requirements of the Contract. The Contractor shall give prompt written notice to the Principal of any objection of the Contractor to the requested supplement, including the reasons for objection. The Agent/Principal Contractor's rights under this Clause are not intended, and shall not be construed, to relieve the Contractor from any obligations to ensure compliance with all provisions of this Contract.

5.2.2 The Contractor ensures that its subcontractors comply with the requirements of the SMP.

5.2.3 The Contractor performs the works having due regard to the HSSP.

5.2.4 The Health and Safety Plan shall include the following as a minimum:

- Managements' commitment to safety and safety leadership
- Identify the participants in the development of the plan
- Clearly defined responsibilities for various actions
- Personal Safety Action Plans for key staff
- Clearly defied start and completion timeframes
- Scheduled implementation effectiveness reviews

- Detail training and assessment requirements, competencies relating to hazard identification and management, safety and health competencies and mobile machinery and equipment operational competencies
- Compliance with the statutory legislation
- Communication of the Health and Safety management plan and requirements to personnel
- Assessment of Sub-Contractors Health and Safety Systems including requirements and assurances for safety plans
- Personal protective equipment control
- Record keeping including archiving details
- Incident reporting and investigation
- Consequence for employees and Management not copying to the requirements.

Development of a Health and Safety Policy that aligns and reinforces the Health and Safety targets and objectives of the project. The Health and Safety management plan must address:

- How the Health and Safety Policy will be communicated to all employees and Sub-Contractors
- How and where the Health and Safety Policy will be available and displayed on site
- How management intends to measure performance against the intentions stated in the policy
- Training and assessments

5.2.6 The Contractor complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

5.2.7 The Contractor makes the SMP available to its employees and subcontractors in the language of his contract and other local languages as required.

5.2.8 The Contractor participates in a HAZOP and Constructability Reviews at intervals upon the instruction and direction of the Project Manager.

5.2.9 The Contractor completes a Risk Assessment prior to carrying out any operation on the Site and/or working areas to the approval of Project Manager and TRE's Project manager.



5.2.10 The lines of communication of the various personnel acting on behalf of the Project Manager who communicate directly with the Contractor and his key persons with respect to the SMP are contained within Annexure HAS-STD-0001.

5.2.11 The roles and responsibilities of the various personnel acting on behalf of the Project Manager with respect to the SMP and Health and Safety issues are as stated in the paragraphs following:

### 5.3 Environmental constraints and management

5.3.1 All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no. 107 of 1998) and accepted environmental good practices. The following documents, included in the Works Information, provide the minimum acceptable standards that shall be adhered to:

- Construction Environmental Management Plan
- Standard Environmental Standard

5.3.2 The Contractor shall perform the works and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.

5.3.3 The SES describes the minimal acceptable standard for environmental management for the range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, with which the Contractor must comply.

5.3.4 Where relevant, the Contractor shall provide detailed method statements, as required by the suitably qualified and experienced SES, within the timeframes as stipulated.

5.3.5 The contractor shall maintain records of checks, audits and environmental monitoring, as required by the CEMP, and SES.

### 5.4 Quality assurance requirements

5.4.1 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. The Contractor's Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

5.4.2 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:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

5.4.3 The Contractor develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

5.4.4 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*.

- 5.4.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*

## 5.5 Programming constraints

- 5.5.1 The *Contractor* complies with the *Employer's* programme
- 5.5.2 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format

## 5.6 Insurance provided by the Employer

- 5.6.1 Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

## 5.7 Provision of bonds and guarantees

- 5.7.1 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.
- 5.7.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

## 5.8 Records of Defined Cost, payments & assessments of compensation events kept by Contractor

- 5.8.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:
- Records of design employees location of work (if appropriate);
- 5.8.2 The *Contractor* keeps the following records available for the *Project Manager* to inspect:
- Records of design employees location of work (if appropriate);
  - Records of Equipment used and people employed outside the Working Areas (if applicable);

# 6 Procurement

## 6.1 Contractors Invoice

- 6.1.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 6.1.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 6.1.3 The invoice states the following:
- Invoice addressed to Transnet SOC Ltd;
  - Transnet SOC Limited's VAT No: 4720103177;
  - Invoice number;
  - The *Contractor's* VAT Number; and
  - The Contract number TBA
  - The invoice contains the supporting detail
- 6.1.4 The invoice is presented either by post or by hand delivery.

6.1.5 Invoices submitted by post are addressed to:

Transnet Freight Rail

P.O Box 38163

Point

4069

For the attention of The Contract Administrator, Transnet Freight Rail

6.1.6 Invoices submitted by hand are presented to:

Transnet Freight Rail

237 Mahatma Gandhi

Point

Durban, 4001

For the attention of The Contract Administrator, Transnet Freight Rail

6.1.7 The invoice is presented as an original.

## 6.2 Subcontracting

6.2.1 Project Manager's approval is required prior to the appointment of any Sub-Contractors

6.2.2 The *Contractor* uses one of the following specialists and suppliers as his Subcontractors:

6.2.3 Subcontract documentation, and assessment of subcontract tenders

6.2.4 Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the CEMP and SES (described under paragraph 2.4 of the *Works Information*) as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the CEMP and SES all within the *Contractor's* Quality Management System as per paragraph 2.5 of the *Works Information*.

6.2.5 Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the PIRPMP as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* Quality Management System.

6.2.6 The *Contractor* uses an NEC3 contract with respect to the following elements of the *works*:

6.2.7 Where under the CEMP as described under paragraph 6.4 of the *Works Information*, the *Contractor* is required to remove an animal, reptile or bird from the Site and/or Working Areas, the *Contractor* engages a Subcontractor who is a specialist and qualified for the removal of such animal, reptile or bird (to include the removal of rare, endemic or endangered species). The *Contractor's* attention is drawn to ECC Clauses 26.2 & 26.3.

## 6.3 Plant and Materials

6.3.1 The quality of any materials required to complete the works shall be in accordance with the approved QCP

6.3.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.

6.3.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

- 6.3.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.
- 6.3.5 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.
- 6.3.6 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

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## **PART C4: SITE INFORMATION**

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## C4: Site Information

**C4.1** The site is situated at 130 Eel Road, Bayhead, Durban

The prospective contractors shall attend the site inspection and acquaint themselves with the nature of the works, the condition under which the work is to be performed and the means of access to site any limitations or other authorities and in general will all matter that may influence or affect the contractor.

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## **ANNEXURES**

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## Annexure Summary

Annexure	Title	No of pages
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<b>B</b>	<b>HAS-P-0001</b> (Site Emergency Management)	<b>6</b>
<b>C</b>	<b>HAS-P-0002</b> (Occurrence Reporting and Investigation)	<b>34</b>
<b>D</b>	<b>HAS-P-0004</b> (Vehicle Transportation ,Management Procedures)	<b>24</b>
<b>E</b>	<b>HMG-QM-STD-001</b> (General Quality Requirements for Suppliers and Contractors)	<b>19</b>
<b>F</b>	<b>WILLIS South Africa</b> (Transnet Insurance Procedure Manual 2012/2013)	<b>46</b>
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