



## 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 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.</p>		

Document Name: Vendor Master\_Trade Vendor Management Procedure

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

Page 8 of 12

T2.2-34: Supplier Declaration Form

**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

“PREVIEW COPY ONLY”

### 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
<b>Sole Proprietor</b>	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
<b>Close Corporation – CC</b>	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
<b>Partnership</b>	Letters stating Partners with ID numbers	Partnership agreement 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	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
<b>Public Company – LTD</b>	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
<b>Private Companies – (PTY) LTD</b>	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 / certified 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 / 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

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

PROHIBITED COPY ONLY



## 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:	

"PREVIEW COPY ONLY"

## 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:

	<b>Technical Back-up</b>
<b>No Response (score 0)</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Poor (score 20)</b>	The tenderer has no technical back-up and support
<b>Less than Satisfactory (score 40)</b>	The tenderer has limited technical back-up and support
<b>Acceptable (score 60)</b>	The tenderer has relevant technical back-up and support but has not dealt with the critical issues specific to the assignment.
<b>Above acceptable (score 80)</b>	The tenderer has extensive technical back-up and support in relation to the project and has worked previously under similar conditions and circumstances.
<b>Excellent (score 100)</b>	The tenderer has outstanding technical back-up and support in projects of a similar nature.

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

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

Tenderer \_\_\_\_\_

## EVALUATION SCHEDULE

### T2.2-47 : Statement of Technical Compliance

**Note to tenderers:**

Tenderers shall also complete and attach to this schedule a clause-by-clause statement of compliance to the requirements of the Works Information and the particular specification “**SPECIFICATION FOR THE MONITORING AND MAINTENANCE OF THE POWER SMART WEB ELECTRICITY BILLING SYSTEM IN THE PORT OF DURBAN**” referred to in the Works Information. Each statement of less than full compliance must be properly clarified.

The score for Technical Compliance will be as follows:

	<b>Technical Compliance</b>
<b>No Response</b> (score 0)	The tenderer has submitted no information to determine a score.
<b>Poor</b> (score 20)	The tenderer has submitted inadequate information regarding Technical Compliance
<b>Less than Satisfactory</b> (score 40)	The tenderer has limited technical compliance
<b>Acceptable</b> (score 60)	The tenderer has relevant technical compliance
<b>Above acceptable</b> (score 80)	The tenderer has extensive technical compliance
<b>Excellent</b> (score 100)	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 Bidder 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 bid 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 Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by 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 "**Bid**" 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;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "**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;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;

- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 2.10 **"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;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"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;
- 2.16 **"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 Bidder 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 bidder.
- 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 Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids 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 Bidder 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 Bidders 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 Bidders 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 bid.
- 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 Bid documents that such a Bidder 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 Bidder 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 Bidders 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

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

(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.....

“PREVIEW COPY ONLY”

**BID 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 bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, 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 BIDDER

2. ....

DATE: .....

COMPANY NAME: .....

ADDRESS: .....

.....

.....

**“PREVIEW COPY ONLY”**

---

**THE CONTRACT**

---

---

**PART C1: AGREEMENT & CONTRACT DATA**

---

“PREVIEW COPY ONLY”

**“PREVIEW COPY ONLY”**

---

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

---

# 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:

**Monitoring and Maintenance of Power Smart Web Electricity Billing System in the Port of Durban on an “as and when” required basis**

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: Service 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) Allan Leaver \_\_\_\_\_

Capacity Senior Contract Manager \_\_\_\_\_

**For the Employer** Transnet Freight Rail  
237 Mahatma Gandhi Road  
Point  
Durban \_\_\_\_\_

Name & signature of witness \_\_\_\_\_ Date \_\_\_\_\_

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

**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 \_\_\_\_\_

Allan Leaver

Capacity \_\_\_\_\_  
*(Insert name and address of organisation)*

Senior Contract Manager

On behalf of \_\_\_\_\_

Transnet Freight Rail  
 237 Mahatma Gandhi Road  
 Point  
 Durban

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

---

**C1.2: CONTRACT DATA**

---

“PREVIEW COPY ONLY”

## C1.2 Contract Data

### Part one - Data provided by the Employer

Please read the relevant clauses in the conditions of contract before you enter data. The number of the principal clause is shown for each statement however other clauses may also use the same data.

Rows containing the statement and data for options in the core clauses and for main & secondary option clauses, according to the options chosen, are identified by shading in the left-hand column.

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list W1: Dispute resolution procedure
	and secondary Options	X2 Changes in the law X19 Task Order
	of the NEC3 Term Service Contract (June 2005) <sup>1</sup> (and amendments June 2006)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail 237 Mahatma Gandhi Road Point Durban
		Postal Address:  P O Box 38163 Point South Africa 4069
	Tel No.	031 361 1772
	Fax No.	0866 488 153

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

10.1	The <i>Service Manager</i> is (name):	<b>Mitty Chelin</b>
	Address	<b>237 Mahatma Gandhi Road, Point, Durban</b>
	Tel	<b>083 286 2071</b>
	Fax	<b>0866 488 153</b>
	e-mail	<b>Mitty.chelin@transnet.net</b>
11.2(2)	The Affected Property is	<b>Within the Port of Durban</b>
11.2(13)	The <i>service</i> is	<b>The monitoring and maintenance of Power Smart Web Electricity Billing System in the Port of Durban on an “as and when” required basis</b>
11.2(15)	The Service Information is in	<b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
2	<b>The Contractor’s main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>13 April 2013</b>
30.1	The <i>service period</i> is	<b>52 weeks</b>
4	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>On the 25<sup>th</sup> of the month</b>
51.1	The <i>currency of this contract</i> is the	<b>ZAR</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of the Standard Bank South Africa.</b>
6	<b>Compensation events</b>	(If the optional statement for this section is not used, no data will be required for this section)
7	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>

**8 Risks and insurance**

83.1 The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer's* property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Service 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.**

83.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:

**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**

83.1 The *Employer* provides these insurances from the Insurance Table

1	<p><b>Insurance against:</b> Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the BPCI Insurance policy for Contract Works/ Public Liability.</p> <p><b>Cover / indemnity is:</b> to the extent as stated in the BPCI insurance policy for Contract Works / Public Liability</p> <p><b>The deductibles are:</b> as stated in the BPCI insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)</p>
2	<p><b>Insurance against:</b> Loss of or damage to property (except the <i>works</i>, plant, materials &amp; equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the BPCI insurance policy for Contract Works / Public Liability</p> <p><b>Cover / indemnity is</b> Is to the extent as stated in the BPCI insurance policy for Contract Works / Public Liability</p> <p><b>The deductibles are</b> as stated in the BPCI insurance policy for Contract Works / Public Liability</p>
3	<p><b>Insurance against:</b> Loss of or damage to Equipment (Temporary Works only) as stated in the BPCI insurance policy for contract Works and Public Liability</p> <p><b>Cover / indemnity is</b> Is to the extent as stated in the BPCI insurance policy for Contract Works / Public Liability</p> <p><b>The deductibles are</b> As stated in the BPCI insurance policy for Contract Works / Public Liability</p>



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

83.1      The *Contractor* provides these additional insurances.

1. Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* he shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected
2. Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.
3. Should the *Employer* have an insurable interest in such items during manufacture or fabrication, such interest shall not be noted by endorsement to the *Contractor's* policies of insurance as well as those of any subcontractor
4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10,000.00
5. The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*

<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>2 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>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>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
X2	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
X19	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>2 days of receiving the Task Order</b>

## C1.2 Contract Data

### Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete.

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address Tel No. Fax No.	
11.2(8)	The direct fee percentage is The subcontracted fee percentage is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the Contractor's plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	

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

CV's (and further key person's data including CVs) are in .

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

“PREVIEW COPY ONLY”

**“PREVIEW COPY ONLY”**

---

**PART C2: PRICING DATA**

---

---

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

---

“PREVIEW COPY ONLY”



## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	1

“PREVIEW COPY ONLY”

## C2.1 Pricing instructions: Option A

### 1.1 The conditions of contract

### 1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006)  
Option A states:

**Identified 11  
and defined  
terms**

- 11.2 (17) The Price for Services Provided to Date is the total of
- the Price for each lump sum item in the Price List which the *Contractor* has completed and
  - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

### 1.3 Measurement and Payment

- 1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.
- 1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.
- 1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.
- 1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

**“PREVIEW COPY ONLY”**

---

**C2.2: PRICE LIST**

---

## C2.2 Price List

Item no	Description	Unit	Qty	Rate	Price
1	Monthly subscription to provide the services listed in Clause 1.1.1 & 1.1.2 of the Service Information	Per mth	12		
2	Technician cost per call out to site Monday to Friday 08h00 to 17h00	Hr	1		
3	Technician labour rate per hour from Monday to Friday 08h00 to 17h00	Hr	1		
4	Technician cost per call out to site after hours (weekends, public holidays and Monday to Friday 17h00 to 08h00)	Hr	1		
5	Technician labour rate per call out to site after hours (weekends, public holidays and Monday to Friday 17h00 to 08h00)	Hr	1		
6	Travel rate per kilometer	km	1		

The total of the Prices

“PREVIEW COPY ONLY”

---

**PART C3: SERVICE INFORMATION**

---

“PREVIEW COPY ONLY”

### PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Service Information</i>	10
<b>Total number of pages</b>		<b>11</b>

“PREVIEW COPY ONLY”

## C3.1 EMPLOYER’S SERVICE INFORMATION

### Contents

<b>PART C3: SCOPE OF WORK</b> .....	1
<b>SECTION 1</b> .....	3
<b>1 Description Of The Works</b> .....	3
1.1 Executive overview .....	3
1.2 Employer’s objectives .....	3
1.3 Interpretation and terminology .....	3
1.4 Service conditions .....	4
<b>2 Construction</b> .....	4
2.2 Completion, Testing, Commissioning and Correction of Defects .....	4
<b>3 Plant and Materials Standards and Workmanship</b> .....	4
3.2 Electrical & Mechanical Engineering Works .....	4
<b>SECTION 2</b> .....	5
<b>4 Management and start up</b> .....	5
4.1 Management meetings .....	5
4.2 Safety risk management .....	5
4.3 Quality assurance requirements .....	8
4.4 Programming constraints .....	8
4.5 Insurance Provided by the Employer .....	8
4.6 Provision of bonds and guarantees .....	8
4.7 Records of Defined Cost, payments & assessments of compensation events kept by Contractor .....	9
<b>5 Procurement</b> .....	9
5.1 The Contractor’s Invoices .....	9
5.2 Subcontracting .....	9
5.3 Plant and Materials .....	10



## 1.1 Executive overview

The *Contractor* is to perform the following works:

### 1.1.1 Power Smart Server

The contractor is required to provide the following with regards to the Power Smart server.

- Keep the Transnet National Ports Authority, Port of Durban electricity billing server up to date with OPC SERVER updates and new features.
- Undertake a monthly check on the server to ensure functionality of the server.
- Provide telephone and e-mail support.
- Remote diagnosis of problems or queries on OPC server within 24 hours from notification of the problem.

### 1.1.2 Power Smart Web

The contractor is required to provide the following with regards to Power Smart web.

- Keep the Transnet National Ports Authority, Port of Durban electricity billing system up to date with updates and new features.
- Provide for an annual tariff configuration according to changes made by the electricity supply authority or TNPA internal requirements.
- Undertake a monthly check on the Power Smart web electricity billing system to ensure functionality of the system.
- Provide telephone and e-mail support.
- Remote diagnosis of problems or queries on OPC server within 24 hours from notification of the problem.

### 1.1.3 Call out overview

The contractor shall respond to call-outs for faults on the Power Smart electricity billing system, and carry out fault finding and the necessary repairs on the system as and when required by Transnet National Ports Authority subject to the terms and conditions and technical requirements hereinafter set out in clause 1.1.1 and 1.1.2 above.

## 1.2 Employer's objectives

The *Employer's* objective is to see the electricity billing system in the Port of Durban working efficiently and continuously.

## 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
CM	Construction Manager
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

## 1.4 Service Conditions

The following service conditions are applicable in the port:

- |                          |   |
|--------------------------|---|
| (i) Altitude             | : Sea Level   |
| (ii) Ambient temperature | : -5°C to + 35°C  |
| (iii) Relative humidity  | : Up to 86%   |
| (iv) Electricity supply  | : 230 Volt, 1 phase, 50Hz ± 5% or<br>400 Volt, 3 phase, 50Hz ± 5% |

## 2. Construction

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

#### 1.5.1 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.

#### 1.5.2 Use of the works before Completion has been certified

#### 1.5.3 Take over procedures

#### 1.5.4 The Contractor ensures that the documentation as described under paragraph 3.8 of the Works Information is presented to the Project Manager before Completion.

#### 1.5.5 The Contractor ensures that the Project Manager has a full and accurate dossier of As-built documents that represent the status of the completed works (to include Plant within the works) to present to the Employer.

#### 1.5.6 Access given by the Employer for correction of Defects

#### 1.5.7 Training and technology transfer

#### 1.5.8 Operational maintenance after Completion

## 2. Plant and Materials Standards and Workmanship

### 2.1 Electrical & mechanical engineering works

#### 2.1.1 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.

## SECTION 2

### 3 Management and start up

#### 3.1 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)	Weekly 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)

#### 3.2 Safety risk management

4.2.1 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:

- Provide all facilities 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 will be needed to and be communicated to the users of the entrance 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.

4.2.2 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.

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

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

4.2.5 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 defined 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

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

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

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

- 4.2.9 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.
- 4.2.10 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.
- 4.2.11 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:

### 3.3 Quality assurance requirements

- 3.3.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor*) to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) 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*).
- 3.3.2 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
- 3.3.3 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.
- 3.3.4 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*.
- 3.3.5 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*

### 3.4 Programming constraints

- 3.4.1 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES and SMP state others as required as described under paragraph 2.4 of the Works Information, together with the associated environmental method statements.
- 3.4.2 The *Contractor* complies with the *Employer's* programme
- 3.4.3 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format



### 3.5 Insurance provided by the Employer

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

### 3.6 Provision of bonds and guarantees

3.6.1 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.

3.6.2 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.

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

3.7.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work (if appropriate);

3.7.2 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).

## 4 Procurement

### 5.1 Contractors Invoice

4.1.1 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.

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

4.1.3 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

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

4.1.5 Invoices submitted by post are addressed to:

Transnet Freight Rail RME  
P.O Box 38163  
Point  
4069



For the attention of The Contract Administrator, Transnet Freight Rail RME

4.1.6 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

4.1.7 The invoice is presented as an original.

## 4.2 Subcontracting

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

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

4.2.3 Subcontract documentation, and assessment of subcontract tenders

4.2.4 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*.

4.2.5 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 (described under paragraph 4.1.1 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 PIRPMP, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the *Works Information*.

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

4.2.7 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.

## 4.3 Plant and Materials

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

4.3.2 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*.

- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 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*.
- 4.3.6 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

"PREVIEW COPY ONLY"

---

**PART C4: SITE INFORMATION**

---

“PREVIEW COPY ONLY”

## **PART 4: SITE INFORMATION**

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

#### **1.1. General description**

The site is all the electrical substations within the Port of Durban

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 matters that may influence or affect the *contractor*

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

The nature is of the work is to monitor and maintain the Smart Web Electricity Billing System which involves computers, no digging or structural modification involved.

#### **1.3. Hidden services**

It is the responsibility of the *Contractor* to detect and protect the existing services. The *Contractor* shall liaise with the *Project Manager* in this regard before commencing with work.