

**NEC3 Supply Contract**

entered into by and between

**Transnet SOC Ltd**

Registration Number 1990/000900/30

(hereinafter referred to as the "Purchaser")

and

Registration Number

(hereinafter referred to as the "Supplier")

Description of the Works  
**MANUFACTURE AND SUPPLY STEEL MOULDS (FORMWORK)  
AND GALVANIZED ANGLE IRON CORNER PROTECTORS FOR  
PRECAST CONCRETE RETAINING BLOCKS TO THE PORT OF  
RICHARDS BAY**

**Contract Number**  
RBY4223889-001

**Start Date**  
01 October 2012

**Completion Date**  
31 March 2013

**"PREVIEW COPY ONLY"**





**T1.1 Tender Notice and Invitation to Tender**

Transnet SOC Ltd invites tenders for the manufacture and supply of steel moulds (formwork) and galvanized angle iron corner protectors for the precast concrete retaining blocks to the Port of Richards Bay

Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.

Preferences are offered to tenderers whose BBBEE credentials have been rated by SANAS accredited BBBEE

accreditation agency.

Transnet fully endorses and supports the Governments 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 will therefore prefer to do business with local business enterprises who share these same values.

Tenderers who have already been accredited in terms of the Government's DTI (Department of Trade and

Industry) BBBEE (Broad Base Black Economic Empowerment) scorecard are requested to submit their rating

certificates with their applications. Tenderers who have not yet or who are in the process of being accredited

must furnish proof from the Accreditation Agency who was requested to do their accreditation that they are busy

with the accreditation process.

Tenderers are required to sign a Mutual Nondisclosure Agreement (attached hereto) and to return it within 3

days of receipt of this invitation of Tender.

The physical address for collection of tender documents is **Transnet Freight Rail RME, Old Naval Base, Commodores Close, Meerensee, Richards Bay.**

Documents may be collected during working hours between 08h00 and 15h00 on Tuesday the 7<sup>th</sup> of August

2012 and Wednesday the 8<sup>th</sup> of August 2012, from Sue Groenewald at the Procurement Office.

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

Ms Lizelle Smith

Tel No +27 35 905 4609

Fax No. 086 679 3175

Email Lizelle.smith@transnet.net

A compulsory clarification meeting with representatives of the Employer will take place at **Transnet Freight Rail RME, Old Naval Base, Commodores Close, Meerensee, Richards Bay on Monday the 13<sup>th</sup> of August 2012** starting at 10:00 hrs.



TRANSNET SOC LTD  
ENQUIRY NUMBER: RBY4223889-001  
DESCRIPTION OF THE WORKS: MANUFACTURE AND SUPPLY STEEL MOULDS (FORMWORK)  
AND GALVANIZED ANGLE IRON CORNER PROTECTORS FOR PRECAST CONCRETE RETAINING  
BLOCKS TO THE PORT OF RICHARDS BAY

The closing time for receipt of tenders is 12h00, Friday the 24<sup>th</sup> of August 2012. Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

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

**Location of tender box:** Transnet Freight Rail, Main Reception, Richards Bay  
**Physical address:** Old Naval Base, Commodores Close, Meerensee, Richards Bay  
**Identification details:** Manufacture and supply steel moulds (formwork) and galvanized angle iron corner protectors for precast concrete retaining blocks to the Port of Richards Bay

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 fully subscribes to Government's New Growth Path objectives and Supplier Development commitments by Respondents will consequently feature prominently in the evaluation and award of this business.

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).



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**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS**

**AND INTENTION TO TENDER**

(To be returned within 3 days after receipt)

Transnet Freight Rail Enquiry No.: RBY4223889-001

FAX TO: Lizelle Smith

Closing Date: 24<sup>th</sup> of August 2012

086 679 3175

or

EMAIL: Lizelle.smith@transnet.net

**FOR: THE MANUFACTURE AND SUPPLY OF STEEL MOULDS (FORMWORK) AND GALVANIZED ANGLE IRON CORNER PROTECTORS FOR PRECAST CONCRETE RETAINING BLOCKS TO THE PORT OF RICHARDS BAY**

**On the Transnet Freight Rail – RBY4223889-001**

**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:



**T1.2 Tender Data**

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 Purchaser is | Transnet SOC Ltd<br>(Reg No. 1990/000900/30) |

|  |   |
|--|---|
| F.1.2 The tender documents issued by the Purchaser comprise: | Part T1: Tendering procedures<br>T1.1 Tender notice and invitation to tender<br>T1.2 Tender data<br>Part T2: Returnable documents<br>T2.1 List of returnable documents<br>T2.2 Returnable schedules<br>Part C: The contract<br>Part C1: Agreements and contract data<br>C1.1 Form of offer and acceptance<br>C1.2 Contract data (parts 1 & 2)<br>C1.3 Form of Guarantee<br>C1.4 Adjudicator's Contract<br>Part C2: Pricing data<br>C2.1 Pricing instructions<br>C2.2 Pricing Schedule<br>Part C3: Scope of work<br>C3 Goods Information |
|--|---|

|                                 |   |
|---------------------------------|---|
| F.1.4 The Purchaser's agent is: | Transnet Freight Rail RME<br>Lizelle Smith<br>Name:<br>Address:<br>Old Naval Base, Commodores Close, Meerensee,<br>Richards Bay<br>Tel No. +27 35 905 4609<br>Fax No. 086 679 3175<br>E – mail Lizelle.smith@transnet.net |
| F1.6                            | The competitive negotiation procedure shall be applied.   |



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|          |   |
|----------|---|
| F.2.7    | The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.  |
| F.2.12   | No alternative tender offers will be considered   |
| F.2.13.3 | Parts of each tender offer communicated on paper shall be as an original, plus 1 (one) copies.  |
| F.2.13.5 | The Purchaser's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:   |
| F.2.15.1 | Location of tender box<br>Transnet Freight Rail RME,<br>Main Reception,<br>Richards Bay   |
|          | Physical address:<br>Old Naval Base, Commodores Close,<br>Meerensee, Richards Bay   |
|          | Identification details:<br>The tender documents must be submitted in a sealed envelope labelled with:<br><ul style="list-style-type: none"> <li>▪ The Tender Number: RBY4223889-001</li> <li>▪ The Tender Description: Manufacture and supply steel moulds (formwork) and galvanized angle iron corner protectors for precast concrete retaining blocks to the Port of Richards Bay</li> </ul> Documents must be marked for the attention of: The Supply Chain Manager: Mrs L Smith |
| F.2.13.9 | Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.  |
| F.2.15   | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.  |
| F.2.16   | The tender offer validity period is 12 weeks  |
| F.2.22   | Return all retained tender documents within 28 day after the expiry of the validity period  |
| F.2.23   | The tenderer is required to submit with his tender:<br>1. an original or a certified copy of a valid Tax Clearance Certificate issued by the South African Revenue Services;<br>2. A valid SANAS B-BBEE accreditation certificate<br>Note: Refer to Section T2.1 for List of Returnable Documents   |
| F.3.4    | The time and location for opening of the tender offers are:<br>Time 12h01 Friday the 24 <sup>th</sup> of August 2012<br>Location: Transnet Freight Rail RME Main Reception, Old Naval Base, Commodores Close, Meerensee, Richards Bay   |



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F.3.4

The time and location for opening of the tender offers are:  
 Time 12h01 Friday the 24<sup>th</sup> of August 2012  
 Location: Transnet Freight Rail RME Main Reception, Old Naval Base, Commodores Close, Meerensee, Richards Bay

F.3.11.1

The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

F.3.11.5

The procedure for the evaluation of responsive tenders is Method 2  
 The financial offer will be scored using Formula 2 (option 1) where the value of  $W_1$  is:

1. 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R1 000 000 or
2. 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R1 000 000

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenders 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 tenders scorecard components at any stage from the date of close of the tenders until completion of the contract.

Tenders with no accreditation will score zero points for preferencing.

F.3.13.1

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 submits a letter of intent from an insurer undertaking to provide the Performance Bond to the format included in Part T.2.2 of this procurement document
- c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- d) 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;

e) the tenderer has not:

- i) abused the Purchaser's Supply Chain Management System; or
- ii) failed to perform on any previous contract and has been given a written notice to this effect;
- f) 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 Purchaser or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;



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

h) 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.

F.3.18 The number of paper copies of the signed contract to be provided by the Purchaser is 1 (one).

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**SUPPLIER DEVELOPMENT PLAN**

The upswing in growth in the last decade, followed by the global recession in 2008, as well as persistently high unemployment and social inequality, forced the South African government to re-evaluate its growth strategy. This led to the development of a revised growth framework, the New Growth Path (NGP). The NGP aims to enhance growth, employment creation and equity, through the identification of strategies that will enable South Africa to grow in a more equitable and inclusive manner and promote the development of new industry to attain South Africa's developmental agenda.

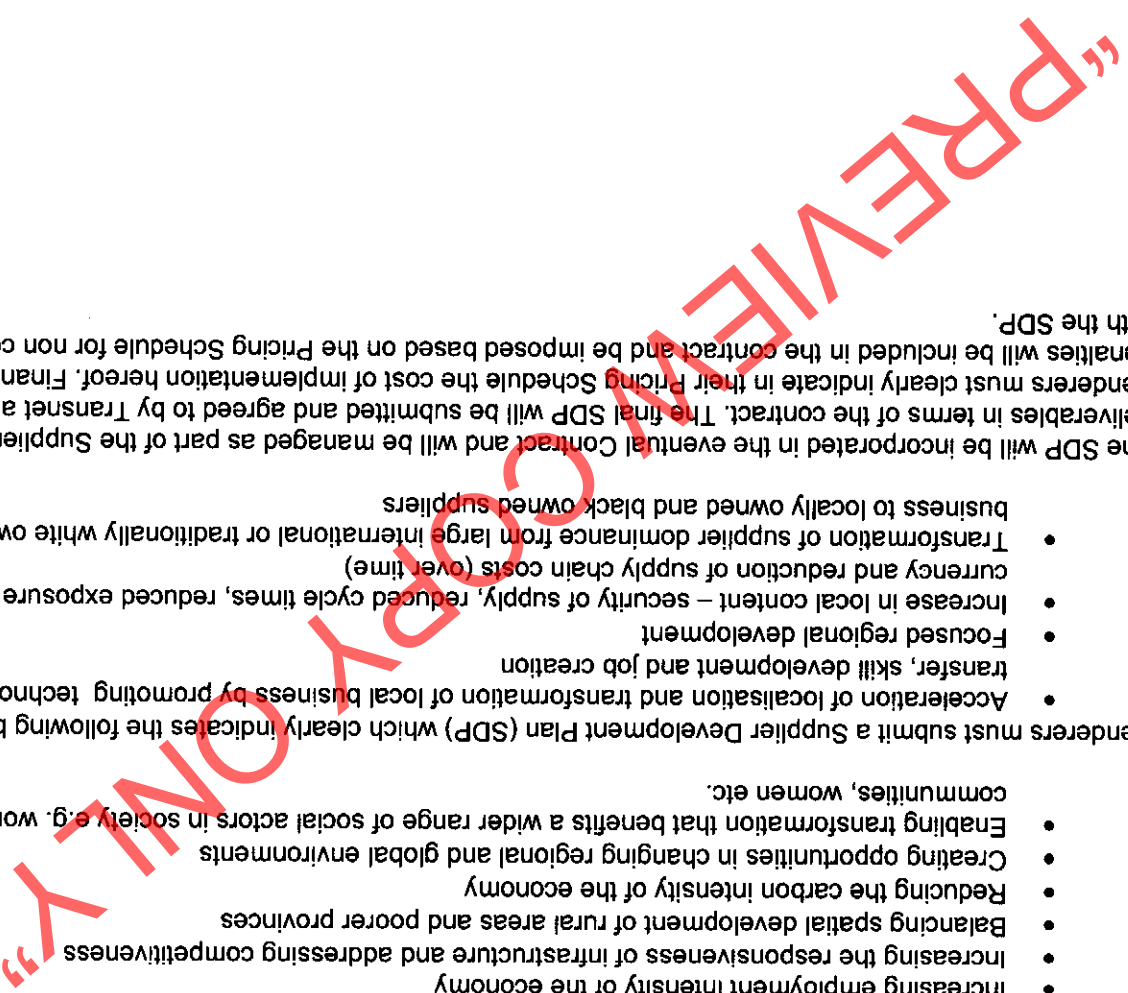
In order to achieve this, the NGP focuses on:

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

Tenderers must submit a Supplier Development Plan (SDP) which clearly indicates the following benefits:

- Acceleration of localisation and transformation of local business by promoting technology transfer, skill development and job creation
- Focused regional development
- Increase in local content – security of supply, reduced cycle times, reduced exposure to foreign currency and reduction of supply chain costs (over time)
- Transformation of supplier dominance from large international or traditionally white owned business to locally owned and black owned suppliers

The SDP will be incorporated in the eventual Contract and will be managed as part of the Suppliers deliverables in terms of the contract. The final SDP will be submitted and agreed to by Transnet and Tenderers must clearly indicate in their Pricing Schedule the cost of implementation hereof. Financial penalties will be included in the contract and be imposed based on the Pricing Schedule for non compliance with the SDP.



## T2.1 List of Returnable Documents

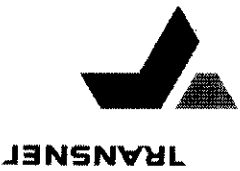
### 1. Returnable Schedules

|         |  |
|---------|--|
| T2.2-14 | Authority to submit tender                                       |
| T2.2-15 | Certificate of attendance at tender clarification meeting        |
| T2.2-16 | Record of addenda to tender documents                            |
| T2.2-17 | Compulsory Enterprise Questionnaire                              |
| T2.2-20 | Quality Plan   |
| 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   |
| T2.2-38 | Declaration of Understanding (Environmental and Health & Safety) |
| T2.2-40 | Supplier Development   |
| T2.2-43 | RFP – Breach of Law  |

This schedule is required for payment purposes only:

2. C1.1 Offer portion of Form of Offer & Acceptance
3. C1.2 Contract Data Part 2: Data by Supplier
4. C2.2 Bill of Quantities / Activity Schedule

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**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.

|                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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.

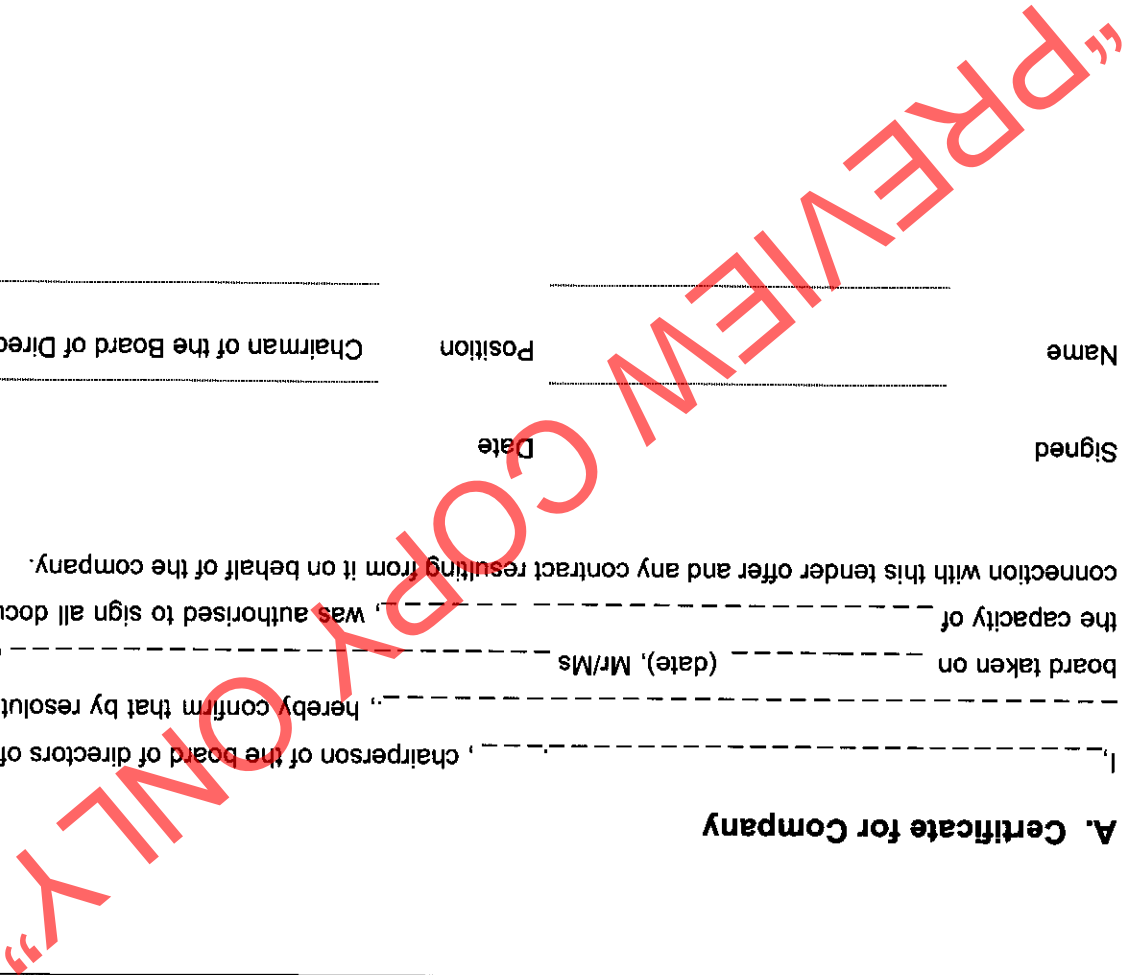
Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Chairman of the Board of Directors



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

| Name | Address | Signature | Date |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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.

### B. Certificate for Partnership

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

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.

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.

**C. Certificate for Joint Venture**



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|                 |          |       |        |
|-----------------|----------|-------|--------|
| _____           | _____    | _____ | Name   |
| _____           | _____    | _____ | Signed |
| Sole Proprietor | Position | Date  |        |

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

**D. Certificate for Sole Proprietor**

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

This is to certify that

\_\_\_\_\_ of \_\_\_\_\_  
 (address)  
 \_\_\_\_\_  
 (Tenderer)

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

|           |  |                      |
|-----------|--|----------------------|
| Held at:  | Transnet Freight Rail RME, Old Naval Base, Commodores Close, Meerensee, Richards Bay |                      |
| On (date) | 13 August 2012   | Starting time: 10:00 |

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.

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

Capacity

Name

Date & time

Signature

Capacity

Name

Signature

Capacity

Name

Signature

Particulars of person(s) attending the meeting:







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

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Tender \_\_\_\_\_

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Tenderer \_\_\_\_\_  
Name \_\_\_\_\_  
Position \_\_\_\_\_  
Signed \_\_\_\_\_  
Date \_\_\_\_\_

Attached submissions to this schedule:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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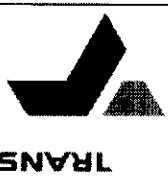
\_\_\_\_\_

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1. Project Quality Plan for the contract.
2. The Contractor's Quality Policy.
3. ISO 9001 certification.
4. Typical Quality Manual.
5. Typical Quality Control Plan.
6. Typical data book index.

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

### T2.2-20 : Quality Plan



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**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 tenders (Large Enterprises and QSE's - 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 approved Verification Agencies will be valid.

All certificates are to display the BBEE Verification Agency 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

1. Go to <http://bee.thedti.gov.za>
2. Click on B-BBEERegistry
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*

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

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.

**registration in the form of an official B-BBEE Profile issued by the DTI.** National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of BBEE compliance and supporting documentation on the Department of Trade and Industry's ("DTI") 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.

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

ZAR.....

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

EMEs). Failure to do so will result in a score of zero being allocated for B-BBEE. 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 also be furnished with the tender response to enable Transnet to evaluate / adjudicate all tenders received on a fair basis.

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 sub-contractor(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.

- 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%
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition





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BLOCKS TO THE PORT OF RICHARDS BAY

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

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**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 (BBBEE)
  - The Prevention and Combating of Corrupt Activities Act (PRECCA), and
  - The Construction Industry Development Board Act (CIDB Act).
- This code of conduct has been included in this contract to formally appraise TRANSNET Suppliers of TRANSNET's expectations regarding behaviour and conduct of its Suppliers.

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

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

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

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.

- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

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

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

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### T2.2-33: Mutual Non-Disclosure Agreement

Note to tenders: 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. 1990/000900/06), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,

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

#### 1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of the Manufacture and supply of steel moulds (formwork) and galvanized angle iron corner protectors for precast concrete retaining blocks to the Port of Richards Bay. 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.



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

#### 15. Remedies

Any dispute or difference arising out of or relating to this Confidentially 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.

#### 14. Disputes

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.

#### 13. Governing Law and Jurisdiction

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.

#### 12. Miscellaneous

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.

#### 11. Term

No party makes any representation or warranty as to the accuracy 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.

#### 10. No Representations

TRANSNET SOC LTD  
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BLOCKS TO THE PORT OF RICHARDS BAY



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

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

Tenderer \_\_\_\_\_

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.

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## T2.2-34: Supplier Declaration Form

**For Attention: The Financial Director or Company Secretary**

Transnet Vendor Management has received a request to load your company as a Transnet SOC Ltd vendor. We would like to take this opportunity to welcome you as a potential vendor and request that you assist with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 3 of this letter

2. Copy of cancelled cheque **OR** letter from the bank verifying banking details (with bank stamp)

3. Certified copy of Identity document of Shareholders/Directors/Members (where applicable)

4. Certified copy of certificate of incorporation, CM29 / CM9 (name change)

5. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC)

6. A letter with the company's letterhead confirming physical and postal address

7. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate

8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** B-BBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency.

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

Where applicable, the respective Transnet SOC Ltd business unit processing your application may request further information from you, e.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.

### IMPORTANT NOTES:

a) 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 signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership in the company **AND/OR** B-BBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency.

b) If your annual turnover exceeds R5 million, and you claim a specific BEE level, please include your BEE certificate in your submission as confirmation of your status.

c) To avoid PAYE tax being automatically deducted from any invoices received from you, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

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Transnet Supplier Management

Regards,

(d) Unfortunately, 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.

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|   |    |               |                 |
|---|----|---------------|-----------------|
| Company Trading Name  |    |               |                 |
| Company Registered Name                                       |    |               |                 |
| Company Registration Number Or ID Number If A Sole Proprietor |    |               |                 |
| Form of entity  | CC | Trust         | Pty Ltd         |
|   |    | Limited       | Partnership     |
|   |    |               | Sole Proprietor |
| VAT number (if registered)                                    |    |               |                 |
|   |    |               |                 |
| Company Telephone Number                                      |    |               |                 |
|   |    |               |                 |
| Company Fax Number  |    |               |                 |
|   |    |               |                 |
| Company E-Mail Address  |    |               |                 |
|   |    |               |                 |
| Company Website Address                                       |    |               |                 |
|   |    |               |                 |
| Postal Address  |    |               |                 |
|   |    |               |                 |
| Physical Address  |    |               |                 |
|   |    |               |                 |
| Contact Person  |    |               |                 |
|   |    |               |                 |
| Designation   |    |               |                 |
|   |    |               |                 |
| Telephone   |    |               |                 |
|   |    |               |                 |
| Email   |    |               |                 |
|   |    |               |                 |
| Annual Turnover Range (Last Financial Year)                   |    | < R5 Million  |                 |
|   |    | R5-35 million |                 |
|   |    | > R35 million |                 |
| Does Your Company Provide                                     |    |               |                 |
| Products  |    | Services      |                 |
| National  |    | Provincial    |                 |
|   |    | Local         |                 |
|   |    | Both          |                 |
| Area Of Delivery  |    |               |                 |
| Is Your Company A Public Or Private Entity                    |    |               |                 |
| Public  |    | Private       |                 |
| Yes   |    | No            |                 |
| Does Your Company Have A Tax Directive Or IRP30 Certificate   |    |               |                 |
|   |    |               |                 |
| Main Product Or Service Supplied (E.G. Stationery/Consulting) |    |               |                 |

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**SUPPLIER DECLARATION FORM**

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NB: Please return the completed form, with all the supporting documentation to the person procuring your services/material/goods

|   |               |
|---|---------------|
| Stamp And Signature Of Commissioner Of Oath |               |
| Name  | Signature     |
| Date  | Telephone No. |

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

|   |                             |
|---|-----------------------------|
| Name of person procuring your services/products | Transnet operating division |
| Contact number                                  |                             |

|  |                         |   |  |
|--|-------------------------|---|--|
| BEE Ownership Details  |                         |   |  |
| % Black Ownership  | % Black women ownership | % Disabled persons/ownership            |  |
| Does your company have a BEE certificate                     |                         | How many personnel does the firm employ |  |
| Yes  |                         | Permanent                               |  |
| No   |                         | Part time                               |  |
| What is your broad based BEE status (Level 1 to 8 / Unknown) |                         |   |  |

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### Internal Departmental Questionnaire

NB: "Once-off vendor" will only be created for extraordinary circumstances, i.e. dereliments and other emergency situations. Note that only one (1) purchase order must be created against a "once-off vendor". Should the need arise to use a "once-off vendor" again, then an updated SDF together with the required documentation, is required for a "trade vendor" to be created

#### Section 1: To be completed by the Requesting / Sourcing Department

|   |        |       |        |                                 |                            |     |  |  |  |
|---|--------|-------|--------|---------------------------------|----------------------------|-----|--|--|--|
| Vendor number   |        |       |        |                                 |                            |     |  |  |  |
| TFR   | TRE    | TPT   | TPL    | TNPA                            | TCP                        | TRN |  |  |  |
| Create  | Unlock | Amend | Extend | Once-Off /<br>Emergency Request |                            |     |  |  |  |
| Supplier's trading name   |        |       |        |                                 | Supplier's registered name |     |  |  |  |
| Please indicate if the Supplier has a contract with sourcing Transit OD           |        |       |        |                                 |                            |     |  |  |  |
| Yes   |        |       | No     |                                 |                            |     |  |  |  |
| If yes please submit / furnish details of such a contract (together with the SDF) |        |       |        |                                 |                            |     |  |  |  |

#### What is being procured from the supplier?

|                              |     |    |
|------------------------------|-----|----|
| Products only                | Yes | No |
| Services only                | Yes | No |
| Labour only                  | Yes | No |
| Mix of services and products | Yes | No |
| Mix of services and labour   | Yes | No |

If your answer is YES to any of the above questions (I to V), please indicate whether the relevant PAYE questionnaires have been forwarded to Supply Chain Services / the appropriate Cross Functional Sourcing Team (CFS) for a decision on tax withholding from payments to this supplier.

|     |    |
|-----|----|
| Yes | No |
|-----|----|

|   |  |
|---|--|
| If your reply to (b) is "NO", please furnish reasons: |  |
|---|--|

Advise on the Detailed Procurement Process (DPP) / Procurement Mechanism that was followed :

(e.g. Open market, Confined, Single Source, Approved List, etc)

|      |       |                 |           |
|------|-------|-----------------|-----------|
| Name | Grade | Date            | Signature |
|      |       | Y Y Y Y Y Y Y Y | M M D D   |

**Section 2: To be completed by the BEE Department (Confirm BEE Status)**

|                   |       |                 |           |       |  |               |  |       |  |       |  |
|-------------------|-------|-----------------|-----------|-------|--|---------------|--|-------|--|-------|--|
| NARROW BASED (NB) |       | BEE             |           | O/S   |  | BWBEE         |  | DPBE  |  | MR    |  |
| BROADBASED (BBEE) |       | OSE             |           | LARGE |  | VALIDITY DATE |  | CONTR |  | LEVEL |  |
|                   |       | >R5m            |           | >R35m |  |               |  | >R5m  |  | >R5m  |  |
|                   |       |                 |           |       |  |               |  |       |  |       |  |
| Name              | Grade | Date            | Signature |       |  |               |  |       |  |       |  |
|                   |       | Y Y Y Y Y Y Y Y | M M D D   |       |  |               |  |       |  |       |  |

**Section 3: To be completed by the Supplier Management Department**

I hereby approve  disapprove  this application

|               |                      |                 |               |
|---------------|----------------------|-----------------|---------------|
| Name          | Grade                | Date            | Signature     |
|               |                      | Y Y Y Y Y Y Y Y | M M D D       |
| Vendor number | Date Captured on SAP |                 | Recon Account |
|               |                      | Y Y Y Y Y Y Y Y | M M D D       |

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**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]*



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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             |            | AS WITNESS: |
| .....<br>duly authorised thereto |            |             |
| Name:                            | Name:      |             |
| Position:                        | Position:  |             |
| Signature:                       | Signature: |             |
| Date:                            |            |             |
| Place:                           |            |             |

|      |           |            |
|------|-----------|------------|
|      |           | Witness 2: |
| Date | Signature | Witness 1: |
|      |           | Place      |
| Date | Signature | Signed     |

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

Declare that I have read and understood the contents of the Standard Environmental Specification (TCP-EM-STD-001, the Construction Environmental Management Plan (TCP-EM-STD-002) and the Occupational Health & Safety Act and Regulations.

(Representing)

(Name)

(Designation)

1,

|               |              |
|---------------|--------------|
| PROJECT NAME: | CONTRACTOR:  |
| PROJECT NO:   | CONTRACT NO: |
| DOCUMENT NO:  | DATE:        |

**T2-2-38 : DECLARATION OF UNDERSTANDING**

TRANSMET SOC LTD  
ENQUIRY NUMBER: RB4223889-001  
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**T2.2-40 : Evaluation Schedule - Transnet Supplier Development**

**1.0 Aim and Objectives:**

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

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

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

- Youth;
- Black women;
- Small businesses;
- People with disabilities, and
- Rural integration.

**2.0 Tenderer Requirements:**

Failure to submit and comply with the tender requirements of this section in the tender will result in disqualification.

**3.0 Supplier Development:**

To aid its implementation of SD, Transnet has adapted an existing framework from the Department of Public Enterprises (DPE). This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier development initiatives aim to build local suppliers that are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC<sup>3</sup>) Supplier Development Classification Matrix. For a detailed understanding of the IC<sup>3</sup> Matrix, the respective SD initiatives and their objectives please refer to Transnet's SD Guideline Document for completion of the SD Plan in *Annexure A*. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC<sup>3</sup> Matrix. This tender has been identified as a Focused which involves lower industrial leverage and high value.



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 DESCRIPTION OF THE WORKS: MANUFACTURE AND SUPPLY STEEL MOULDS (FORMWORK) AND GALVANIZED ANGLE IRON CORNER PROTECTORS FOR PRECAST CONCRETE RETAINING BLOCKS TO THE PORT OF RICHARDS BAY

TRANSNET fully endorses and supports Government's New Growth Path Policy which aims to create five million jobs by the year 2020. Accordingly, Transnet requests tenderers to submit a Proposed Supplier Development Plan demonstrating their commitment and support to the New Growth Path Policy and how an appointment in terms of this agreement would assist the policy in achieving its objectives.

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

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

| Category                    | Description   |
|-----------------------------|---|
| Skills development          | Future skills transfer within the industry, with an emphasis on the accumulation of the knowledge and experience, which will occur as a result of the transaction.  |
| Job creation / preservation | The increase in the number of jobs, by the Consultant, as a result of the award of business from Transnet. The number of jobs that are preserved as a result of the award of business is also taken into consideration. |
| Small business promotion    | The encouragement of growth and expansion of emerging microenterprises, qualifying small enterprises and start-ups through procurement and support mechanisms provided by the potential Consultant.                     |

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

- This is to be developed in the format provided in Annexure B which will represent a binding commitment on the part of the successful tenderers. The SD Plan should outline the type of activities the tenderer intends embarking upon should they be awarded the contract. This plan should provide an overview of what they intend to achieve and the mechanisms through which they will achieve their objectives. The SD Plan must further indicate how the following areas will be addressed as part of the SD Plan under each section.
  - Small businesses;
  - Job creation and skills transfer
  - Rural integration.

Annexure B further indicates the detailed areas which need to be completed for each of the evaluation criteria listed above. The tenderer is required to address each aspect detailed in this document and indicated in Annexure B as a minimum in their submission. This list is not exhaustive and the tenderer must not be limited to these areas when completing each section. The tenderer must provide supported calculations on how the Estimated Rand Values (ZAR) are derived.

**SD Plan Document:**

Your **SD Plan** is to be submitted as part of this RFP bid in the format (Appendix B) attached which will represent a binding commitment on the part of the successful tenderer.

Attached herewith the following documentation:

- SD Guideline Document – Annexure A

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

- SD Plan Template – Annexure B

This template must be completed as part of the bid which will represent a binding commitment on the part of the successful tenderer.

Please note Tenderers are required to submit T2.2-40 Annexure B for each discipline they are submitting a tender

**4.0 Further requirements**

The SD Plan represents further detail on the SD Commitment which includes an explicit breakdown of the nature, extent and estimated monetary value of the SD commitments which the preferred tenderer propose to undertake as well as specific milestones and targets to ensure that the plan is in line with Transnet's SD objectives. The SD Plan may require certain additions or updates from the initial SD proposal to ensure that Transnet is satisfied that development objectives will be met. The tenderer must also ensure that the relevant mechanisms and procedures are in place to allow for access to information to measure and verify the tenderer's compliance with their stated SD commitments. The information provided by the tenderer to measure their progress against their stated targets is auditable.

The preferred tenderer must submit this SD Plan to Transnet in writing, after which both parties must reach an agreement within the timelines given by Transnet. Transnet reserves the right to reduce the number of days in which the tenderer must submit their SD Plan if it is deemed necessary based on the nature and complexity of the SD initiative. The award of the task order is dependent on agreement being reached on the SD Plan; therefore failure to submit or agree on the SD Plan within the stipulated timelines will result in the task order not being awarded. The tenderers are further requested to report to Transnet on a monthly basis on the status of the SD Plan in an agreed format between Transnet and the tenderer.

Failure to adhere to the milestones and targets defined in the SD Plan will also result in the application of financial penalties equating to a minimum of the monetary value of the initiative not delivered, which will be ignored at Transnet's discretion as well as the potential for termination of the contract in certain cases where milestones are not met.

| Signed | Date | Name | Position | Tenderer |
|--------|------|------|----------|----------|
|        |      |      |          |          |

**“PREVIEW COPY ONLY”**

**GUIDELINES FOR COMPLETION OF A SUPPLIER DEVELOPMENT PROPOSAL**

**REQUEST FOR PROPOSAL**

**Annexure A**



**TRANSNET**

“PREVIEW ONLY”

**Note**  
For the purposes of this document, any reference to a/the “Service Provider” shall be construed to mean a reference to a Respondent (in terms of this RFI) and/or to a successful Respondent (to whom the business is to be awarded), as so indicated by the context hereinafter.

|   |   |    |
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**WHAT IS SUPPLIER DEVELOPMENT?**

The Supplier Development (SD) Programme is an initiative of the Department of Public Enterprises (DPE) supported by Transnet. The aim of SD is to increase the competitiveness, capacity and capability of the South African supply base where there are comparative advantages and potential competitive advantages of local or regional supply. This can be achieved through skills transfer, increasing the local content of items procured, as well as building new capability in the local supplier base. In addition, SD has its roots grounded firmly around the transformation of South Africa and the empowerment of previously disadvantaged individuals and enterprises.

**BACKGROUND AND GUIDANCE ON THE SUPPLIER DEVELOPMENT OBJECTIVES FOR SOUTH AFRICA**

As a developing economy with inherent structural and social imbalances, South Africa is facing the significant economic challenge of increasing growth in a manner that includes all South Africans. The historical lack of investment in infrastructure in South Africa has had significant negative impacts on local industry, resulting in a loss of key skills and a decrease in manufacturing industry capabilities. To respond to this, government policies have been designed to address these imbalances and to act as a catalyst of change for the benefit of South Africa. One of these Government policies, the New Growth Path (NGP) aims to enhance growth, employment creation and equity by reducing the dependencies of South African industries on imports, and promoting the development of skills and capabilities that are in short supply within the country. It identifies strategies that will enable South Africa to grow in a more equitable and inclusive manner and promotes the development of new industry to attain South Africa's developmental agenda.

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

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

This will lead to Transnet achieving its long-term objective of increasing both shareholder and societal value using its procurement expenditure to ensure local development through sustainable localisation of its supply chain, and the inclusion of the previously disadvantaged individuals in the economy in a manner that is beneficial to Transnet, South African industry, and the population of South Africa. As a result this State Owned Enterprise (SOE) is able to fulfil its responsibility as the biggest player in the South African freight logistics chain whilst complementing the objectives of Government.

**TRANSNET'S SUPPLIER DEVELOPMENT OBJECTIVES**

To aid its implementation of SD, Transnet has adapted an existing framework from the DPE. This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier Development initiatives aim



to assist local suppliers in developing their competitive advantage through increasing their capability and capacity potential. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC3) Supplier Development Classification Matrix.

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

IC3 Supplier Development Classification Matrix

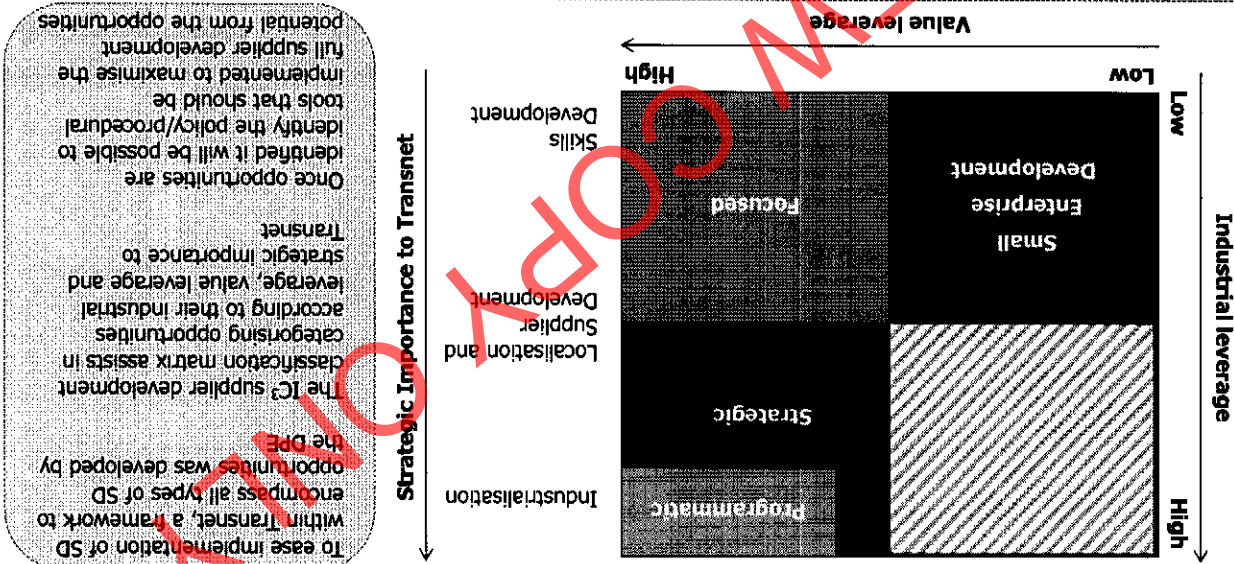


Figure 1: The IC3 Supplier Development Classification Matrix

In order for Service Providers to successfully meet the needs of a particular initiative, a detailed understanding of each quadrant is required.

Programmatic

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

Strategic

Based on the supplier-buyer power, industrial complexity, risk and the length of procurement period, the Service Provider is expected to formulate a SD Proposal to identify the opportunities that it will pursue. Ideally the SD Proposal should address factors that are specific to the applicable quadrant of the IC3 matrix. Transnet has identified a number of opportunities which may aid a Service Provider in formulating its response based on each quadrant. Each of the opportunities identified by the Service Provider should have a direct or indirect effect on the value it creates for the country in order to maximise the socio-economic impact.

### RESPONSE BASED ON THE IC3 MATRIX QUADRANTS

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

#### Small Enterprise Development

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

#### Focused

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





The main objective of Strategic transactions is to leverage local downstream suppliers through large-scale SOE procurement in order to develop a competitive local supplier base. In response to these objectives the following are the specific focus areas and key outcomes applicable:

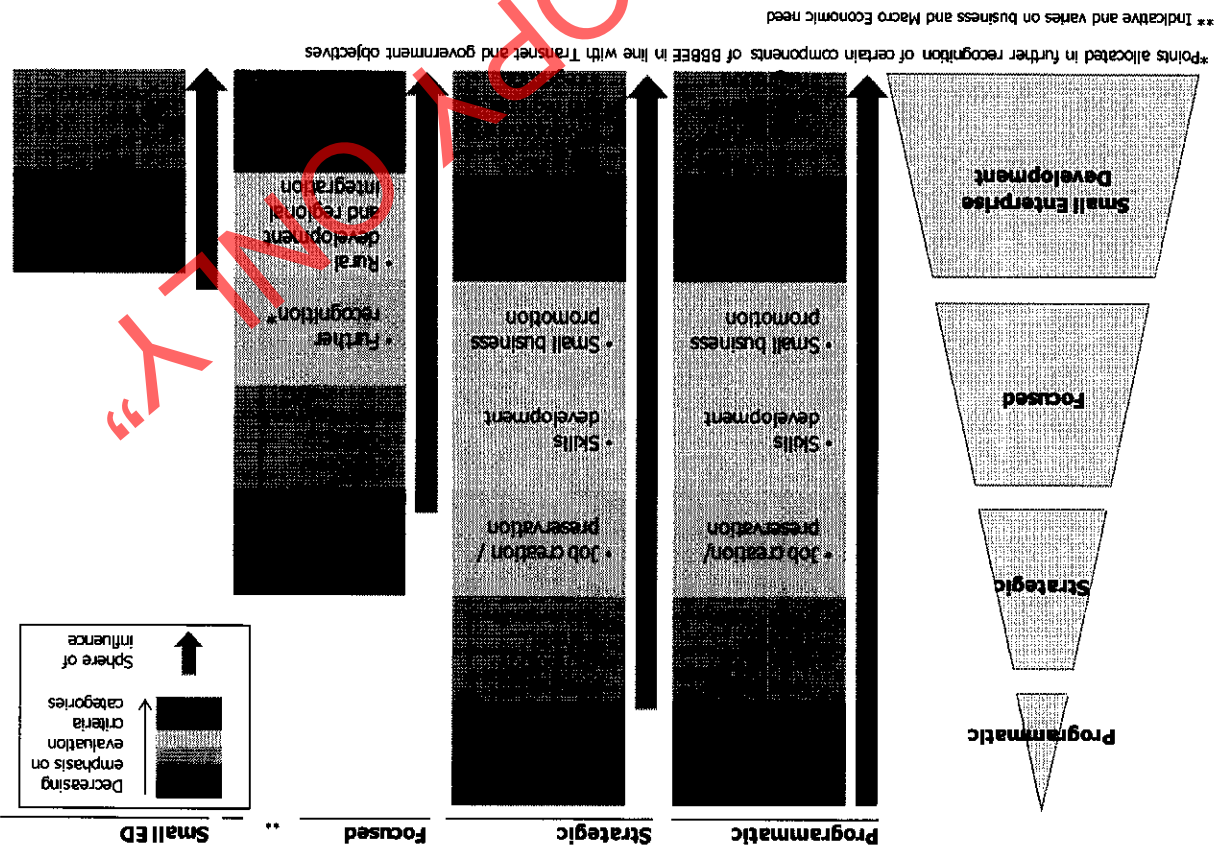
**Strategic**

- KEY OUTCOMES -**
- Development of local companies aligned to empowerment objectives
  - Investment in plant
  - Development of new technology and innovation
  - Skills development related to the manufacturing process and the industry
  - Technology transfer
  - Industrialisation/localisation
  - Technology transfer
  - Skills development
- PROGRAMMATIC FOCUS AREAS -**
- Technology transfer
  - Skills development related to the manufacturing process and the industry
  - Development of new technology and innovation
  - Investment in plant
  - Development of local companies aligned to empowerment objectives

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

**Programmatic**

**Figure 2: Transnet value capture through supplier influence**





STRATEGIC FOCUS AREAS -

Transfer of technology and innovation to local suppliers from foreign OEM's

Skills development related to the industry

Development of local companies aligned to empowerment objectives

KEY OUTCOMES -

Localisation

Increased technology transfer

Skills development

Job creation/preservation

Focused

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

FOCUSED FOCUS AREAS -

Developing a local supplier base that supports preferential procurement outcomes

Developing skills within the specific industry

Creating opportunity for job preservation

Reducing income inequality in specific regions

KEY OUTCOMES -

Empowerment

Skills development

Rural development

Job creation/preservation

Small Business Development

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

SMALL BUSINESS DEVELOPMENT FOCUS AREAS -

Providing small businesses with opportunities and preferential trading terms, increased focus on black woman-owned enterprises, focus on the youth, people with disabilities and region-specific initiatives

Empowering previously disadvantaged individuals to create their own businesses resulting in quality job creation

KEY OUTCOMES -

Empowerment

Rural development

Skills development



job creation/preservation

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

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

**Industrialisation**

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

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

**Localisation**

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

| Criteria  | Description  |
|---|--|
| Percentage local content                                | Planned use of local parts as a percentage of the total contracted items                                       |
| Value of local parts in relation to a bill of materials | Planned monetary value of the local parts utilised in a bill of materials (as a percentage of the total spend) |
| Value spent on local suppliers                          | Planned percentage monetary value spend on procurement of goods and services from SA suppliers                 |
| Number of local suppliers in the supply chain           | Number of South African suppliers that are to be utilised in the fulfilment of a contract                      |

**Technology transfer/sustainability**

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



Skills development

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

| Criteria   | Description  |
|--|--|
| Technology transfer including:<br>> Methods of manufacturing<br>> Introduction of new technologies<br>> IP transfer (number and value) | > Introduction of a new/improved method of manufacturing<br>> Provision of new technologies:<br>o For processes<br>o ICT<br>> The provision of patents, trademarks and copyrights<br>An indication of the number of South African suppliers that an OEM/Service Provider plans to evaluate for possible inclusion into its supply chain, should it meet the requirements |

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



| Criteria   | Description   |
|--|---|
| Investment in Schools in specific sectors e.g. engineering | The monetary value that the Service Provider is prepared to invest in the development and running of schools to increase technical skills development |
|  | contract  |

Job creation/preservation

Allows assessment of Government's objectives to increase labour absorption, focusing on unskilled workers and the youth.

| Criteria  | Description  |
|---|--|
| Number of jobs created including: <ul style="list-style-type: none"> <li>&gt; New skilled jobs created</li> <li>&gt; New unskilled jobs created</li> <li>&gt; Number of jobs created for youth</li> </ul> | Number of jobs to be created during the period of the contract <ul style="list-style-type: none"> <li>&gt; Jobs for people who have undergone training in and/or outside the work environment and are in possession of a minimum level of secondary qualification</li> <li>&gt; Jobs for people who have not undergone any formal training or from whom no minimum level of education is required</li> <li>&gt; Jobs created for individuals aged 16 – 30 years</li> </ul> |

Small business promotion

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

| Criteria   | Description  |
|--|--|
| Percentage procurement from: <ul style="list-style-type: none"> <li>• QSEs</li> <li>• EMES</li> <li>• Start-ups</li> </ul> | Refers to the planned procurement from small business as a % of the total planned procurement spend  |
| Non-financial support provided to small business   | Service Providers will be credited for each non-financial ED support that they are planning to give to small business e.g. Professional support; employee time allocated to assisting small business                             |
| Financial support provided to small business   | Service Providers will be credited for each financial ED support initiative that they are planning to undertake during the contract period e.g. Shorter payment terms; interest free loans                                       |
| Joint ED initiatives with Transnet   | The number of ED initiatives that the Service Provider will jointly run with Transnet: <ul style="list-style-type: none"> <li>• That are aligned to Transnet's objectives</li> <li>• That are non-financial in nature</li> </ul> |

Rural development/integration



The Service Provider's planned use of local labour and business will contribute to Governments NGP objectives and result in supply chain efficiencies. Commitment to rural development will result in the alleviation of poverty and thereby contribute to development objectives. The development must be sustainable in order to have a long-term and meaningful impact.

| Criteria  | Description  |
|---|--|
| Number of local employees                             | Number of people employed from within the town/city of operation   |
| Value spent on local business                         | Monetary value spent on business within the town/city of operation   |
| Proximity of business to operations                   | The locality of the business in relation to operations, preference is given for regional (provincial) locality |
| Number of rural businesses to be developed            | The number of rural businesses that the Service Provider plans to develop as a result of the contract          |
| Value of development to local community (sustainable) | The monetary value spent on rural community development that will result in long-term social improvements      |

**Market Intelligence Assistance**

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

**Performance data relating to -**

FINANCIAL PERFORMANCE  
 CUSTOMER DATA  
 PROCESSES

LEARNING & GROWTH

**Company's current business situation -**

PLANS FOR THE BUSINESS AND CAPABILITIES TO MANAGE THEIR FULFILMENT

ABILITY TO GENERATE BUSINESS

EMPLOYEE RELATIONSHIPS

DEVELOPING NEW MARKETS

DEVELOPING PRODUCTS AND SERVICES

MANAGING MONEY



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

**GOVERNMENT POLICY DOCUMENTS**

- NIPP [http://www.thedti.gov.za/industrial\\_development/nipp.jsp](http://www.thedti.gov.za/industrial_development/nipp.jsp)
- IPAP2 <http://www.thedti.gov.za/DownloadFileAction?id=561>
- CSDP <http://www.dpe.gov.za/res/transnetCSDP1.pdf>
- NGP <http://www.thepresidency.gov.za/pebble.asp?relid=2323>

**OTHER REFERENCE WEBSITES**

|                   |  |
|-------------------|--|
| <b>References</b> | Department of Public Enterprise (DPE)<br><a href="http://www.dpe.gov.za">www.dpe.gov.za</a>                            |
| <b>Website</b>    | United Nations Industrial Development Organisation (UNIDO)<br><a href="http://www.unido.org/spx">www.unido.org/spx</a> |



**GLOSSARY OF WORDS**

**Broad-Based Black Economic Empowerment**

**(B-BBEE)**

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

**Enterprise Development (ED)**

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

**Industrial Policy Action Plan II (IPAPII)**

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

**Integrated Supply Chain Management (ISCMI)**

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

**New Growth Path (NGP)**

Developed by the Economic Development Department tabled in January 2010 frames a new approach to unlocking economic growth by knitting together the IPAP2 as well as policies and programmes in rural development, agriculture and, sciences & technology, education, skills development, labour, mining and beneficiation, tourism and social development with the aim to target limited capital and capacity at activities that maximise the creation of decent work opportunities. Key indicators include: Quality job creation, Youth employment, Labour intensive growth, and Equity.





**Original Equipment Manufacturer (OEM)**

Refers to a manufacturing company that owns the intellectual property rights and patents for the equipment it sells and services

**Socio-economic Development**

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

**State Owned Enterprise (SOE)**

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

**Supplier Development (SD)**

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

**United Nations Industrial Development Organisation (UNIDO)**

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

“PREVIEW”



**ANNEXURE B**  
**Supplier Development Plan Table**

| SD Category Tender Requirement | Tender Requirement Criteria   | Description  | Detailed Description of Bidder's Supplier Development (SD) Proposal | Estimated National Value Add (ZAR) |
|--------------------------------|---|--|---|------------------------------------|
| Job Creation / Preservation    | No. of jobs created with emphasis on black youth and people with disabilities (focus area : jobs created in local community)  | <p>The increase in the number of jobs, as a result of the award of business from Transnet.</p> <p>The number of jobs that are preserved as a result of the award of business is also taken into consideration</p>  |   |                                    |
| Skills Development             | Number of employees trained to be evaluated on basis of man hours of training   | Future skills transfer within the industry, with an emphasis on the accumulation of the knowledge and experience, which will occur as a result of the transaction.   |   |                                    |
| Small Business Promotion       | Percentage Procurement from: <ul style="list-style-type: none"> <li>• QSE's</li> <li>• EME's</li> <li>• Start-ups</li> </ul> Non-Financial Support provided to small business | <p>The encouragement of growth and expansion of emerging microenterprises, qualifying small enterprises and start-ups through procurement and support mechanisms provided by the potential Consultant.</p> <p>Service Providers will be credited for each non-financial ED support that they are planning to give to small business e.g. Professional support; employee time allocated to assisting small business</p> |   |                                    |



The scoring of the Supplier Development Plan will be as follows:

|                                   | Technical approach and methodology   |
|-----------------------------------|--|
| <b>Poor</b><br>(score 40)         | Poor response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.                              |
| <b>Satisfactory</b><br>(score 70) | Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met. |
| <b>Good</b><br>(score 90)         | Good response/answer/solution demonstrate real understanding and evidence of ability to meet stated employer's requirements.                           |
| <b>Very Good</b><br>(score 100)   | Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.    |

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

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

ONLY COPY

SIGNATURE OF RESPONDENT

SIGNATURE OF WITNESS

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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.

DATE OF BREACH:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NATURE OF BREACH:

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

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.

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

### T2.2-43: REQUEST FOR PROPOSAL – BREACH OF LAW



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

**Offer**

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

**Manufacture and supply of steel moulds (formwork) and galvanized angle iron corner protectors for precast concrete retaining blocks to the Port of Richards Bay**

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

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

|   |  |
|---|--|
| The offered total of the Prices exclusive of VAT is     |  |
| Value Added Tax @ 14% is                                |  |
| The offered total of the amount due inclusive of VAT is |  |

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(insert name and address of organisation)

Name & signature of witness

Date



**Acceptance**

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

The terms of the contract, are contained in:

|         |  |
|---------|--|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data   |
| Part C3 | Scope of Work: Goods Information including Supply Requirements                   |

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect 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 Supplier) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)  
 Name(s)  
 Capacity

for the  
 Purchaser

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

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4   |         |         |
| 5   |         |         |
| 6   |         |         |
| 7   |         |         |

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

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

**For the tenderer:**

**For the Purchaser**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

On behalf of \_\_\_\_\_  
 (insert name and address of organisation)

Transnet SOC Ltd  
 Old Naval Base, Commodores Close,  
 Meerensee, Richards Bay, 3900

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

Date \_\_\_\_\_



TRANSNET SOC LTD  
 ENQUIRY NUMBER: RBY4223889-001  
 DESCRIPTION OF THE WORKS: MANUFACTURE AND SUPPLY STEEL MOULDS (FORMWORK)  
 AND GALVANIZED ANGLE IRON CORNER PROTECTORS FOR PRECAST CONCRETE RETAINING  
 BLOCKS TO THE PORT OF RICHARDS BAY

**C1 2 SOC3 Contract Data**

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

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

| Clause | Statement | Data |
|--------|-----------|------|
|--------|-----------|------|

1  
 General  
 The conditions of contract are the core clauses and the clauses for Options  
 X7: Delay damages

10.1  
 The Purchaser is (name):  
 Transnet SOC Ltd  
 (Reg no. 1990/00900/30)  
 Carlton Centre, 150 Commissioner Street,  
 Johannesburg, 2001  
 Tel No. 011 308-3001  
 Fax No. 011 826 6912  
 E-mail address jannie.visser@transnet.net  
 Having elected its Contractual Address for the purpose of the contract as:  
 Transnet Freight Rail RME  
 Old Naval Base, Commodores Close, Richards Bay,  
 Opposite Zululand Yacht Club,  
 Meerensee, Richards Bay

10.1  
 The Supply Manager is (name):  
 Jannie Visser  
 Address  
 Transnet Freight Rail RME  
 Old Naval Base, Commodores Close, Meerensee,  
 Richards Bay, 3901  
 Tel 035 905 3662  
 Fax 035 905 3545  
 e-mail jannie.visser@transnet.net

11.2(13)  
 The goods are  
 The manufacture and supply steel moulds (formwork)  
 and galvanized angle iron corner protectors for  
 precast concrete retaining blocks  
 11.2(15)  
 The Goods Information is in  
 Part 3 of this contract: Scope of Work





TRANSNET SOC LTD  
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|      |  |  |  |
|------|--|--|--|
| 12.2 | The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa | English  | The period for reply is 1 week   |
| 13.1 | The language of this contract is   | Goods  | Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data. |
| 13.3 | The period for reply is  | 1 October 2012   | The starting date is.  |
| 3    | Time   | 1 Steel Moulds<br>3 weeks after award<br>2 Corner Protectors<br>20 weeks after award | 30.1<br>The delivery date of the goods is  |
| 4    | Testing and defects  | No   | The <i>Supplier</i> does not bring the goods to the Delivery Place more than one week before the Delivery Date.  |
| 42   | The defects date is  | 31 August 2013   | The defect correction period is  |
| 43.2 | The defect correction period is  | 1 week   | Payment  |
| 5    | Payment  | On the 31 <sup>st</sup> day of each month.   | The assessment interval is monthly   |
| 50.1 | The assessment interval is monthly   | South African Rand   | The period within which payments are made is   |
| 51.1 | The currency of this contract is the   | South African Rand   | 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.  |
| 6    | Compensation events  | No additional data is required for this section of the conditions of contract.       | Title  |
| 7    | Title  | No additional data is required for this section of the conditions of contract.       | Risks, liabilities, indemnities and insurance  |
| 8    | Risks, liabilities, indemnities and insurance  | The Purchaser provides these insurances from the Insurance Table                     | 84.1   |



|         |   |  |
|---------|---|--|
| 86.1    | The Supplier's liability to the Purchaser for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to  | 1. 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 Supplier shall satisfy the Purchaser that such Plant and Materials, components or other goods are adequately insured during manufacture and/or fabrication and transportation.   |
| 2.      | Should the Purchaser have an insurable interest in such items during manufacture or fabrication, such interest shall be noted by an endorsement made on the Supplier's policies of insurance. | 3. The insurance coverage referred to in 1 and 2 above shall be obtained from an insurer in terms of an insurance policy approved by the Purchaser. The Supplier shall arrange with the insurer to submit to the Supply 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 Supplier. |
| 86.2    | The Supplier is not liable to the Purchaser for loss of or damage to the Purchaser's property in excess of  | The Replacement Value of any one event   |
| 9       | <b>Termination and dispute resolution</b>   |  |
| 94.1    | The Adjudicator is (Name)   | the person selected from the Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.  |
| 94.2(3) | The Adjudicator nominating body is:   | the Chairman of The Association of Arbitrators (Southern Africa)   |



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 BLOCKS TO THE PORT OF RICHARDS BAY

|         |                                |  |
|---------|--------------------------------|--|
| 94.4(2) | The tribunal is:               | Arbitration  |
| 94.4(5) | The arbitration procedure is   | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa). |
| 10      | Data for Option clauses        |  |
| X7      | Delay damages                  |  |
| X7.1    | Delay damages for Delivery are | Steel moulds – R1500 per mould per day<br>Corner protectors - R100.00 per frame per day                                    |

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**C1.2 Contract Data**

**Part two - Data provided by the Supplier**

The tendering supplier is advised to please read both the NEC3 Supply Contract (December 2009) and the relevant parts of its Guidance Notes (SC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the SSC Guidance Notes and Flow Charts.

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

| Clause | Statement | Data |
|--------|-----------|------|
|--------|-----------|------|

|      |   |  |
|------|---|--|
| 10.1 | The Supplier's (Name):<br>Address<br>Tel No.<br>Fax No. |  |
|------|---|--|

|         |  |  |
|---------|--|--|
| 11.2(8) | The Goods Information for the Supplier's design is in: |  |
|---------|--|--|

|          |                                     |  |
|----------|-------------------------------------|--|
| 11.2(11) | The tendered total of the Prices is | See C.1.1 Form of Offer and Acceptance |
|----------|-------------------------------------|--|

|          |                           |  |
|----------|---------------------------|--|
| 11.2(12) | The price schedule is in: | The document called 'Price Schedule' in Part 2 of the contract |
|----------|---------------------------|--|

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

|      |   |             |                    |               |
|------|---|-------------|--------------------|---------------|
| 30.1 | The delivery date of the goods and services is: | 1<br>2<br>3 | goods and services | delivery date |
|------|---|-------------|--------------------|---------------|

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BLOCKS TO THE PORT OF RICHARDS BAY

**PART 2: PRICING DATA**  
NEC3 Supply Contract

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| Document Reference | Title               | No of pages |
|--------------------|---------------------|-------------|
| C2.1               | Pricing assumptions | 1           |
| C2.2               | The price schedule  | 1           |



**C2.1 Pricing assumptions**

**1. The conditions of contract**

**1.1. How goods and services are priced and assessed for payment**

Clause 11 in NEC3 Supply Contract, December 2009 (SC3) core clauses states:

|   |   |
|---|---|
| <p><b>Identified and defined terms</b></p> <p>11<br/>11.2</p> <p>(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.</p> <p>(12) The Price Schedule is the price schedule unless later changed in accordance with this contract.</p> | <p><b>Assessing the amount due</b></p> <p>50.2</p> <p>The amount due is</p> |
|---|---|

- the Price for each lump sum item in the Price Schedule which the Supplier has completed,
  - where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the Supplier has completed by the rate,
  - plus other amounts to be paid to the Supplier,
  - less amounts to be paid by or retained from the Supplier.
- Any tax which the law require the Purchaser to pay to the Supplier is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of goods and services which can be priced as lump sums or as expected quantities of goods and services multiplied by a rate, or a mix of both.

**1.2. Format of the price schedule**

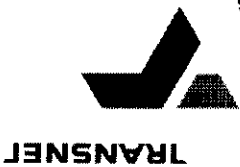
Tenders are to ensure that prices quoted per item are inclusive of Transport to the Delivery points as per Pricing Schedule.

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| Description                         | Unit | Quantity | Rate | Price | Lead time |
|-------------------------------------|------|----------|------|-------|-----------|
| Steel moulds (formwork)             | EACH | 20       |      |       |           |
| Type A galvanised angle iron frames | EACH | 1 500    |      |       |           |
| Type B galvanised angle iron frames | EACH | 75       |      |       |           |
| TOTAL                               |      |          |      | R     |           |

**C2.2 the price schedule**

TRANSNET SOC LTD  
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**PART 3: GOODS INFORMATION**

| Document reference    | Title   | No of pages |
|-----------------------|---|-------------|
| C3.1                  | This cover page<br><i>Purchaser's Goods Information</i> | 1<br>7      |
| Total number of pages |   | 8           |

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### C3.1: PURCHASER'S GOODS INFORMATION

#### Contents

|   |                                     |
|---|-------------------------------------|
| 1 | Part 3: GOODS INFORMATION           |
| 2 | C3.1: purchaser's goods information |
| 3 | Part 3: Goods information           |
| 3 | C3.1: Purchaser's goods information |
| 3 | 3.1 Overview of the goods           |
| 3 | 3.2 Specifications of the goods     |
| 3 | 3.3 Delay damages for delivery      |
| 4 | 3.4 Insurance                       |
| 4 | 3.5 Price structure and payment     |
| 4 | 3.6 Access to site                  |
| 4 | 3.7 Procurement                     |

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**Part 3: Goods Information**

**C3.1: Purchaser's goods information**

**3.1 Overview of the goods**

This contract is for the manufacturing, supply and delivery of steel moulds (formwork) and galvanized angle iron corner protecting frames of which will be used for the manufacturing of precast concrete retaining blocks. The precast retaining blocks will be used to demarcate the product storage bins on the Triangle Open Stockpile Area in the Port of Richards Bay.

The supplier must be able to deliver at least 20 sets of galvanized angle iron frames per day starting 3 weeks from date of award until the required quantity is delivered. The complete set of 20 moulds (formwork) must be delivered to site 3 weeks from date of award.

The material will be off loaded as indicated on site and or stockpiled if so decided by the RME Site representative.

**3.2 Specifications of the goods**

- 3.2.1 Steel moulds (as per sample) = 20 ea.
- 3.2.2 Type A angle iron frame (as per drwg. 4423889-1-000-T-RD-0001-01) = 1500 ea.
- 3.2.3 Type B angle iron frame (as per drwg. 4423889-1-000-T-RD-0002-01) = 75 ea.
- 3.2.4 All angle iron to be hot dip galvanized to SANS 121 (ISO 1461) after fabrication.
- 3.2.5 All welds to be 4mm fillet welds

**3.3 Delay damages for delivery**

Refer to NEC3 SC part C1.2 - Contract Data, Data provided by the Purchaser, Clauses 50.5 for Delay damages. Delay damages will be charged R100.00 per frame per day and R 1,500.00 per mould per day for delay in delivery and if the *Supplier* cannot meet the required scope quantity per day.



**3.4 Insurance**

Refer to NEC3 SC part C1.2 - Contract Data, Data provided by the Purchaser. Clauses 8 – Risks, liabilities, indemnities and insurance.

**3.5 Price structure and payment**

The fees payable by Transnet to the *Supplier* for the delivery of material shall be in accordance with the schedule of prices agreed to.

The invoiced amount payable to the *Supplier* shall be the sum of the charges as set out in the clause above, which shall be determined in accordance with the records, approved delivery notes and such other documents kept by the parties, and which shall be invoiced monthly.

The *Supplier* shall, after the end of each month, submit to Transnet invoices, certified as correct, specifying the services rendered during the preceding month and detailing the amount due.

Transnet shall effect payment thirty (30)-days after receipt of a valid TAX-invoice from the *Supplier*.

The *Supplier* shall correct any error in the invoiced amount per credit note.

**3.6 Access to site**

Access to the Port of Richards Bay will be subjected to the Transnet Port Terminal security requirements and regulations. The *Supplier* will be responsible for obtaining the access permits for himself, his staff and delivery vehicles.

The trucks and truck drivers need to comply with the site Safety and must at all times wear correct PPE and the trucks must also have orange construction flashing lights and reversing sirens.

**3.7 Procurement**

**Code of Conduct**

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a



competitive economy. Underpinning our process are several acts and policies that any Supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Procedures Manual (PPM);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (B-BBEE); and
- The Anti Corruption Act.

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

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

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

1. Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
  - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

- The invoice states the following:
  - Invoice addressed to Transnet SOC Ltd;
  - Transnet Limited's VAT No: 4720103177;
  - Invoice number;
  - The Supplier's VAT Number; and
  - The Contract number
  - Purchase order number

When the responsible person as per each SAP Purchase Order certifies payment following an assessment date, the Supplier complies with the Employer's procedure for invoice submission.

**1.1.1 The Supplier's Invoices**

1. A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.
  - Doing business with family members
  - Having a financial interest in another company in our industry

**Conflicts of Interest**

- 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.
3. Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
    - Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
      - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
      - Collusion;
      - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
      - Corrupt activities listed above; and
      - Harassment, intimidation or other aggressive actions towards Transnet employees.

TRANSNET SOC LTD  
 ENQUIRY NUMBER: RBY-4223889-001  
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| Contribution | Qualification Points on the         | Generic scorecard                   | Broad-Based BEE Recognition Level | Points Scored | Preference |
|--------------|-------------------------------------|-------------------------------------|-----------------------------------|---------------|------------|
| Level 1      | Greater than or equal to 100 points | Greater than or equal to 100 points | 135%                              | 10            |            |
| Level 2      | Greater than or equal to 85 points  | Greater than or equal to 85 points  | 125%                              | 9             |            |
| Level 3      | Greater than or equal to 75 points  | Greater than or equal to 75 points  | 110%                              | 8             |            |
| Level 4      | Greater than or equal to 65 points  | Greater than or equal to 65 points  | 100%                              | 7             |            |
| Level 5      | Greater than or equal to 55 points  | Greater than or equal to 55 points  | 80%                               | 6             |            |
| Level 6      | Greater than or equal to 45 points  | Greater than or equal to 45 points  | 60%                               | 5             |            |
| Level 7      | Greater than or equal to 40 points  | Greater than or equal to 40 points  | 50%                               | 4             |            |

Points will be awarded to tenderers based on preferencing using the balanced Department of Trade and Industry (DTI) scorecard. The application of the Broad-Based Black Economic Empowerment recognition levels and score preferencing points are as follows:

**B-BBEE and preferencing scheme**

- The invoice is presented either by post or by hand delivery.
- Invoices submitted by post are addressed to:  
 Transnet Freight Rail RME  
 PO Box 425  
 Richards Bay  
 3900
- Invoices submitted by hand are presented to:  
 Transnet Capital Projects  
 Main office building, Old Naval Base, Commodores Close, Meerensee, Richards Bay
- The invoice is presented as an original.

TRANSNET SOC LTD  
 ENQUIRY NUMBER: RBY-4223889-001  
 DESCRIPTION OF THE WORKS: MANUFACTURE AND SUPPLY STEEL MOULDS (FORMWORK)  
 AND GALVANIZED ANGLE IRON CORNER PROTECTORS FOR PRECAST CONCRETE RETAINING  
 BLOCKS TO THE PORT OF RICHARDS BAY



On the basis the tenderer with a B-BBEE recognition level of 135% will achieve 10 points, and the points will be allocated accordingly on a pro-rata basis as per the table above:

In addition to the above, provision is made for the case where a tenderer has greater than 50% black ownership. In this instance, provided the requisite documentary evidence is supplied, the tenderer will then be awarded preference points one level above that awarded based on the DTI scorecard. For example, a tenderer with > 50% black ownership obtaining a Level 6 contribution equating to 5 points will be awarded 6 preference points (Level 5).

Tenderers claiming Preference Points must submit together with the tender document their generic scorecard, evaluated by an independent accreditation agency. Transnet therefore requires tenderers to have been accredited by one of the various Accreditation Agencies in accordance with the latest relevant Codes of Practice applicable not more than 3 months prior to the date of tender. Should the B-BBEE 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.

|         |                                    |     |   |
|---------|------------------------------------|-----|---|
| Level 8 | Greater than or equal to 30 points | 10% | 2 |
| Level 9 | Less than 30 points                | 0%  | 0 |

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“PREVIEW ONLY”