



## NEC3 Term Service Contract (TSC)

entered into by and between

### Transnet SOC Ltd

Registration Number 1990/000900/30

(hereinafter referred to as the "Employer")

and

<%Agreement.VendorName%>

Registration Number <%Agreement.CompanyRegistrationNo%>

(hereinafter referred to as the "Contractor")

<b>Description of the Works</b>	The installation, hiring and maintaining of well point dewatering equipment in the Port of Richards Bay on an as and when required basis
<b>Contract Number</b>	TPG CON 018/2013
<b>Start Date</b>	02 September 2013
<b>Completion Date</b>	02 September 2015

## T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for the Installation, hiring and maintenance of well point dewatering equipment in the Port of Richards Bay on an as and when required basis over a period of 24 months.

Only tenderers who meet the minimum prequalification criteria of 60% in terms of:

1. Availability of equipment and other resources
2. Previous Experience and
3. Geographical Footprint

are eligible to submit tenders.

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

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

The physical address for collection of tender documents is Transnet Freight Rail, Old Naval Base, Commodore Close, Meerensee, Richards Bay, 3900.

Documents may be collected during working hours after 9:00hrs to 15:00hrs Monday, 15<sup>th</sup> July 2013 and Monday, 22<sup>nd</sup> July 2013. Documents available till 09:00hr on Tuesday, 23<sup>rd</sup> July 2013.

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

Ms Qetelo Moshoeshoe  
Tel No 035 905 4639  
Vax No. 086 723 0510  
Email Qetelo.Moshoeshoe@transnet.net

A **compulsory clarification** meeting with representatives of the Employer will take place at Transnet Freight Rail, Old Naval Base, Commodore Close, Meerensee, Richards Bay on **Tuesday, 23<sup>rd</sup> July 2013** starting at **10:00hrs**.

The closing time for receipt of tenders is **12:00hrs on Friday, 2<sup>nd</sup> August 2013**. Telegraphic, telephonic, facsimile, e-mail and **late tenders will not be accepted.**

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

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

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

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

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail	Project No.:	018/2013
Fax No. 086 723 0510	Tender No.:	TPG CON 018/2013
Attention: Qetelo Moshoeshoe	Closing Date:	2 <sup>nd</sup> August 2013

**For: The installation, hiring and maintaining of well point dewatering equipment in the Port of Richards bay on an As and When required basis**

**We:** Do wish to tender for the work and shall return our tender by the due date above **Check Yes**

Do not wish to tender on this occasion and herewith return all your documents received **No**

REASON FOR NOT TENDERING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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THE TENDER

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## Contents

Number    Heading

### The Tender

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- C4         Site Information

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PART T1: TENDERING PROCEDURES

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T1.1: TENDER NOTICE &  
INVITATION TO TENDER

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## T1.2: TENDER DATA

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

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

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

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

Clause	Data
F.1.1 The <i>Employer</i> is	Transnet SCS Ltd (Reg No. 1990/000900/30)
F.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
<b>Part T1: Tendering procedures</b>	T1.1 Tender notice and invitation to tender T1.2 Tender data
<b>Part T2 : Returnable documents</b>	T2.1 List of returnable documents T2.2 Returnable schedules
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<b>Part C1: Agreements and contract data</b>	C1.1 Form of offer and Acceptance C1.2 Contract data (Part 1 & 2)
<b>Part C2: Pricing data</b>	C2.1 Pricing instructions C2.2 Price List
<b>Part C3: Scope of work</b>	C3.1 Service Information
<b>Part C4: Site information</b>	C4.1 Site information
F.1.4 The Employer's agent is:	Transnet Freight Rail
Name:	Qetelo Moshoeshe
Address:	Old Naval Base, Commodore Close, Meerensee, Richards Bay
Tel No.	035 905 4639
Fax No.	086 723 0510
E – mail	Qetelo.Moshoeshe@transnet.net
F1.6 The competitive negotiation procedure may be applied.	

F2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Tender offers will only be accepted if:

- a) Attendance of compulsory clarification meeting in terms of F2.7 below, by a representative of the tendering entity.
- b) The tenderer needs to provide a SD commitment of at least 10% or more of the estimated contract value/total bidders price. The tenderer's SD commitment is to be clearly stated within this submission as per Returnable Schedule T2.2-40 and based on the template T2.2-40, Annexure C.

2. Pre-Qualifying Quality (Functionality) Criteria

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

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

Quality criteria	Sub-criteria	Maximum number of points
Availability of equipment and other resources		50%
Previous Experience		30%
Geographical Footprint		20%
<b>Maximum possible score for quality (W<sub>Q</sub>)</b>		<b>100</b>

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

- T2.2-4 Availability of equipment and other resources
- T2.2-25 Previous Experience
- T2.2-42 Geographical Footprint

The minimum number of evaluation points for quality is: 60

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

**Note: Any tender not complying with the above mentioned stipulations, numbered 1 and 2, will be regarded as non-responsive and will therefore not be considered for further evaluation**

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

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

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 2 (two) copies.						
F.2.13.5 F2.15.1	The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: <table border="0" style="margin-left: 20px;"> <tr> <td style="vertical-align: top;">Location of tender box</td> <td>Transnet Freight Rail, Entrance Foyer (TRANSNET FREIGHT RAIL</td> </tr> <tr> <td style="vertical-align: top;">Physical address:</td> <td>Old Naval Base, Commodore Close, Meerensee.</td> </tr> <tr> <td style="vertical-align: top;">Identification details:</td> <td>The tender documents must be submitted in a sealed envelope labelled with:                         <ul style="list-style-type: none"> <li>▪ Name of Tenderer:</li> <li>▪ Contact person and details:</li> <li>▪ The Tender Number: TPG/CON/024/2013</li> </ul>                         The Tender Description: Installation, hiring and maintenance of well point dewatering equipment in the Port of Richards Bay on an as and when required basis.                          Documents must be marked for the attention of: The Contract Administrator: Miss Qetelo Moshoeshe                           Prior arrangement on the submittal of large tender documents should be made with Qetelo Moshoeshe.                     </td> </tr> </table>	Location of tender box	Transnet Freight Rail, Entrance Foyer (TRANSNET FREIGHT RAIL	Physical address:	Old Naval Base, Commodore Close, Meerensee.	Identification details:	The tender documents must be submitted in a sealed envelope labelled with: <ul style="list-style-type: none"> <li>▪ Name of Tenderer:</li> <li>▪ Contact person and details:</li> <li>▪ The Tender Number: TPG/CON/024/2013</li> </ul> The Tender Description: Installation, hiring and maintenance of well point dewatering equipment in the Port of Richards Bay on an as and when required basis. Documents must be marked for the attention of: The Contract Administrator: Miss Qetelo Moshoeshe  Prior arrangement on the submittal of large tender documents should be made with Qetelo Moshoeshe.
Location of tender box	Transnet Freight Rail, Entrance Foyer (TRANSNET FREIGHT RAIL						
Physical address:	Old Naval Base, Commodore Close, Meerensee.						
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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 8 weeks						
F.2.18	Provide, on request by the <i>Employer</i> , any other material information that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the <i>Employer</i> for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the <i>Employer's</i> request, the <i>Employer</i> may regard the tender offer as non-responsive.						
F.2.20	If requested, submit for the <i>Employer's</i> acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data (The format is included in Part T2.2 of this procurement document).						
F.2.22	Return all retained tender documents within 28 days after the expiry of the validity period						

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- F.2.23 The tenderer is required to submit with his tender:
1. an **original valid** Tax Clearance Certificate issued by the South African Revenue Services;
  2. A valid SANAS or IRBA B-BBEE accreditation certificate, and
  3. Letter of good standing with the compensation fund; and
- Note: Refer to Section T2.1 for List of Returnable Documents

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- F.3.4 The time and location for opening of the tender offers are:
- Time 12:00hrs on 2<sup>nd</sup> August 2013
- Location: Old Naval Base, Commodore Close, Meerensee, Richards Bay

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

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- F.3.13.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of  $W_1$  is:
- 90 where the financial value inclusive of VAT of one or more responsive tenders received have a value in excess of R 1,000 000
- Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.
- Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. Tenderers with no accreditation will score zero points for preferencing.

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F.3.13 Tender offers will only be accepted if:

- a) the tenderer submits **an original valid** Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer submits a letter of intent from an insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
- c) 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;
- d) the tenderer does not appear on Transnet list for restricted tenderers.
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- f) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- g) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

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

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The additional conditions of tender are:

## 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 Proposal (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

Clear targets are to be stipulated which will be achieved throughout the duration of the contract, and must be based on the pillars of Supplier development, such as:

- a) Job creation – indicate what direct jobs can be created, where and the cost thereof,
- b) Skills development - who will receive training, the type and the cost thereof,
- c) Local content – what percentage of the material/service costs will be procured from the local area (i.e. Local to a region), and what will be imported and the cost and relative to the contract value (percentage).
- d) Small business development – What percentage and costs will be used to procure goods/services from small local business (such as SME or EME)

All these pillars of supplier development needs to be investigated by the tenderer, and clearly indicated within the Supplier development plan submitted to Transnet.

The SDP will be incorporated in the eventual Contract and will be managed as part of the Contractors 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.

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PART T2: RETURNABLE  
DOCUMENTS

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T2.1: LIST OF RETURNABLE  
DOCUMENTS

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## T2.1 List of Returnable Documents

### 1. Returnable Schedules

- T2.2-8 Schedule of proposed Subcontractors/consultants
- T2.2-9 Insurance provided by the Contractor
- T2.2-10 Site Establishment requirements
- 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
- T2.2-21 Environmental Management Plan
- T2.2-22 Health and Safety 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
- T2.2-50 BBBEE Preference Points Claim Form

### 2. These schedules are required for evaluation and adjudication purposes in terms of CIDB requirements

- T2.2-4 Availability of equipment and other resources
- T2.2-25 Previous Experience
- T2.2-42 Geographical footprint

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

- T2.2-34 Supplier Declaration Form

### 3. C1.1 Offer portion of Form of Offer & Acceptance

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

### 5. C2.2 The Price List

## T2.2-8 : Schedule of Proposed Subcontractors / sub consultants

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			

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

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

Clause 84.1 in NEC3 Term Service Contract (June 2005) requires that the Contractor provides the insurance stated in the insurance table except any insurance which the Employer is to provide as stated in the Contract Data.

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

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

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

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

Tenderer \_\_\_\_\_



## T2.2-14 : Authority to submit a Tender

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

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### A. Certificate for Company

I, \_\_\_\_\_, chairman 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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## B. Certificate for Partnership

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

Name	Address	Signature	Date

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

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### C. Certificate for Joint Venture

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

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

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

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

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### D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

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

This is to certify that

(Tenderer)

of

(address)

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

Held at:	Transnet Freight Rail, Old Naval Base, Commodore Close, Meerensee, Richards Bay	
On (date)	23 July 2013	Starting time: 10:00hrs

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

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

Name

Signature

Capacity

Name

Signature

Capacity

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

Name

Signature

Capacity

Date & time

## T2.2-16 : Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

## T2.2-17 : Compulsory Enterprise Questionnaire

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

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

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

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

### Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

### Section 5: Particulars of companies and close corporations

Company registration number . . . . .

Close corporation number . . . . .

Tax reference number . . . . .

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**Section 6: Record in the service of the state**

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

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

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

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

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

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

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

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

\*insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Enterprise name \_\_\_\_\_



## T2.2-22: Health and Safety Plan

Submit the following documents as a minimum with your tender:

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



**Attached submissions to this schedule:**

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

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

Tenderer \_\_\_\_\_

**"PREVIEW COPY ONLY"**

## T2.2-25 :Previous Experience: Evaluation Schedule

### Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of, their design, installation and commissioning capability.

The scoring of the Previous Experience will be as follows:

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

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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 tenderers (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) and IRBA (Independent Regulatory Board for Auditors).

In terms of Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 only B-BBEE Accreditation Certificates issued by SANAS approved Verification Agencies or Registered Auditors approved by IRBA will be valid.

**All certificates are to display the BBEE Verification Agency Body Name and BVA Body number or a Registered Auditor's Body Name and IRBA number.**

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

Scorecard Types	Exempted Micro Enterprise	Qualifying Small Enterprise	Generic Construction
<b>Discipline</b>	Parameters are based on annual turnover of the Measured Entity		
<b>Contractor</b>	Annual turnover < R 5 million	Annual turnover > R 5 million and equal to or , < R 35 million	Annual turnover > R 35 million
<b>Built Environment Professionals (BEP)</b>	Annual turnover < R 1,5 million	Annual turnover > R 1,5 million and equal to or , < R 11,5 million	Annual turnover > R 11,5 million

a) **Large Enterprises**

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

b) **Qualifying Small Enterprises – QSE**

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

c) **Exempted Micro Enterprises –**

- EMEs are exempted from B-BBEE accreditation as indicated in the DTI Codes, Statement 000 (Page 9)
- Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
- EME's should only provide documentary proof of annual turnover plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

In addition to the above:

- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, **provided** that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, **provided** that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- Tenderers anticipating tendering as a trust, consortium or joint venture must allow sufficient time for obtaining such status level certificate or consolidated B-BBEE scorecard.

Respondents must furnish B-BBEE certificates for all proposed subcontractors / sub-consultants. A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting / sub-consulting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

When confirming the validity of a certificate in respect of an EME, the following should be detailed on the face of the certificate:

1. The Accounting Officer's or Registered Auditor's letter head with full contact details;
2. The Accounting Officer's or Registered Auditor's practice numbers;
3. The name and the physical location of the measured entity;
4. The registration number and, where applicable, the VAT number of the measured entity;
5. The date of issue and date of expiry;
6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
7. The total black shareholding and total black female shareholding.

Turnover:

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

ZAR.....

- For Contractors:
  - With an annual turnover >R5m, please attach an status level verification certificate issued by a SANAS Accredited Verification Agency together with all the relevant score sheets pertaining thereto;
  - With an annual turnover <R5m, please attach a verification certificate issued by a Registered Auditor, Accounting Officer or a SANAS Accredited Verification Agency which meets the definition for EME certificates mentioned above.
  
- For BEPs:
  - If annual turnover >R1.5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto;
  - If annual turnover < R 1,5 million, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor's certificate or similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.

In addition to the status level verification certificate, Transnet also requires that tenderers register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's

("DTI") National B-BBEE IT Portal and Opportunities Network and **provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.**

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

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

1. Go to <http://bee.thedti.gov.za>;
2. Click on B-BBEE Registry;
3. Click on *Register or Login*;
4. Click on *Click Here to Register*;
5. Complete the registration page;
6. Once registered, click on *List on Registry*;
7. Follow all 'on-screen' and e-mailed instructions to submit your documentation and obtain your Profile.

Signed

Date

Name

Position

Tenderer

**"PREVIEW COPY ONLY"**

## 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.



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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

**Conflicts of Interest**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

**Transnet SOC Ltd** (Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,

and

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

### 1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of the Installation, Hiring and Maintaining of Well Point Dewatering Equipment in the Port of Richards Bay On An As And When Required Basis ("The Purpose"). Each Party ("The Receiving Party") Shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

### 2. Definition

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

### 3. Exclusions

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

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

- 3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- 3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- 3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- 3.5. is approved for release by the disclosing party in writing.

#### **4. Non-Disclosure of Confidential Information**

- 4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- 4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

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

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will

entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

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

#### **6. Non-Solicitation**

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

#### **7. Mandatory Disclosure**

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

#### **8. Variation, Addition or Cancellation**

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

#### **9. No License Granted**

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

## 10. No Representations

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

## 11. Term

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

## 12. Miscellaneous

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

## 13. Governing Law and Jurisdiction

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

## 14. Disputes

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

## 15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be

entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed

Date

Name

Position

Tenderer

**"PREVIEW COPY ONLY"**

## T2.2-36 : RFP DECLARATION FORM

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

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

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

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

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Respondents" overleaf).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

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

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

"PREVIEW COPY ONLY"

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

<b>PROJECT NAME:</b>		<b>DOCUMENT NO:</b>	
<b>PROJECT NO:</b>		<b>DATE:</b>	
<b>CONTRACTOR:</b>		<b>CONTRACT NO:</b>	

I,

\_\_\_\_\_

*(Name)* *(Designation)*

\_\_\_\_\_

*(Representing)*

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

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

"PREVIEW COPY ONLY"

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

## T2.2-40 : 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.

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 <i>Consultant</i> , 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 <i>Consultant</i> .

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	
-----	



## Annexure A

REQUEST FOR PROPOSAL

GUIDELINES FOR COMPLETION OF A SUPPLIER DEVELOPMENT PROPOSAL

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### Note

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

"PREVIEW COPY ONLY"

## 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.

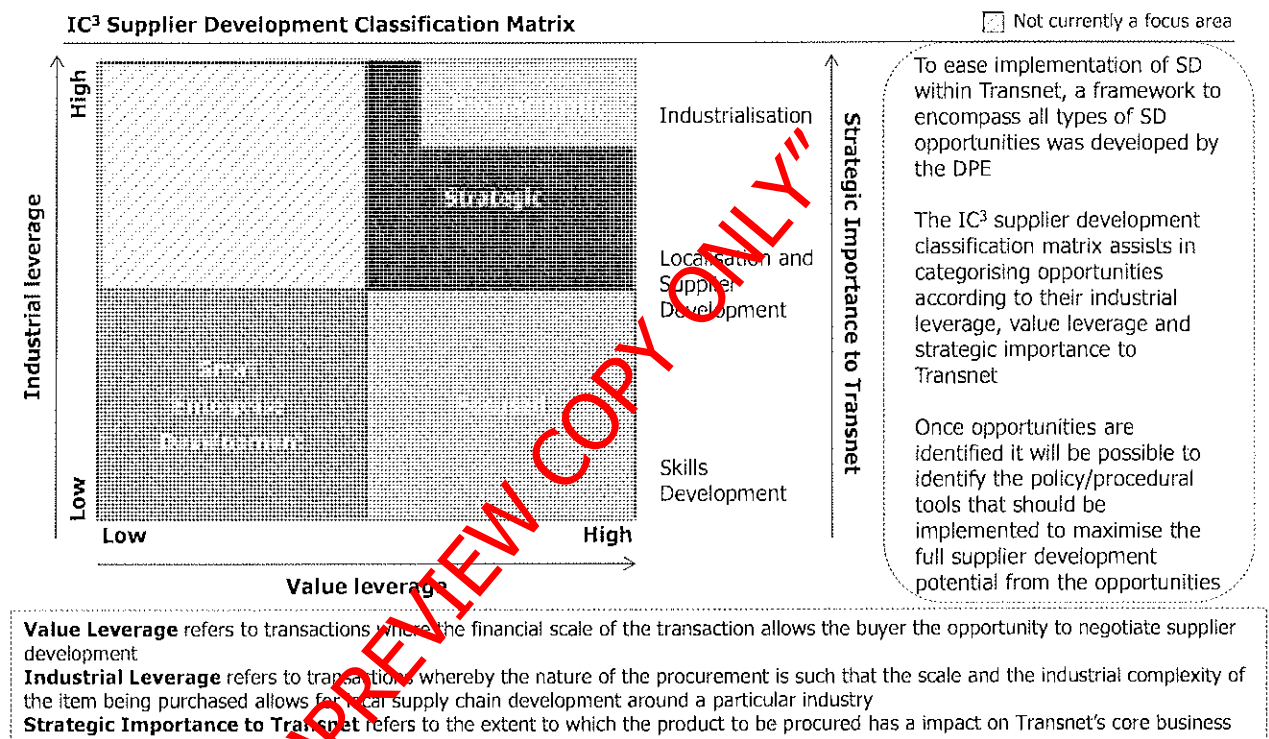
## TRANSNET'S SUPPLIER DEVELOPMENT OBJECTIVES

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.



**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

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

#### Focused

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

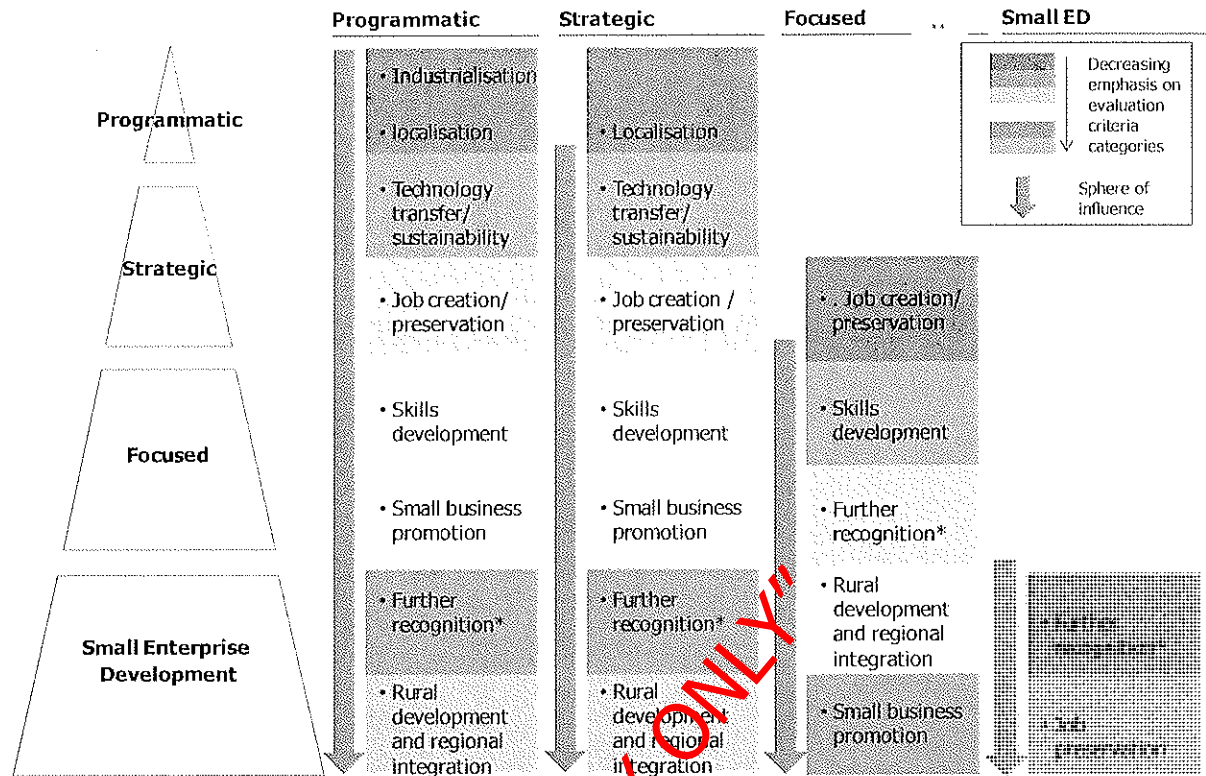
#### Small Enterprise Development

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

### **RESPONSE BASED ON THE IC3 MATRIX QUADRANTS**

Based on the supplier-buyer power, industrial complexity, risk and the length of procurement period, the Service Provider is expected to formulate a SD 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.



\*Points allocated in further recognition of certain components of BBBEE in line with Transnet and government objectives

\*\* Indicative and varies on business and Macro Economic need

Figure 2: Transnet value capture through supplier influence

Programmatic

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

PROGRAMMATIC FOCUS AREAS -

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

KEY OUTCOMES -

- Industrialisation/localisation
- Technology transfer
- Skills development

Strategic

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

STRATEGIC FOCUS AREAS -

- Transfer of technology and innovation to local suppliers from foreign OEM's
- Skills development related to the industry
- Development of local companies aligned to empowerment objectives

KEY OUTCOMES -

- Localisation
- Increased technology transfer
- Skills development
- Job creation/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.

Criteria	Description
Technology transfer including: <ul style="list-style-type: none"> <li>➤ Methods of manufacturing</li> <li>➤ Introduction of new technologies</li> <li>➤ IP transfer (number and value)</li> </ul>	<ul style="list-style-type: none"> <li>➤ Introduction of a new/improved method of manufacturing</li> <li>➤ Provision of new technologies:                             <ul style="list-style-type: none"> <li>○ For processes</li> <li>○ ICT</li> </ul> </li> <li>➤ The provision of patents, trademarks and copyrights</li> </ul>
Number of local suppliers to be evaluated for integration into the OEM supply chain	An indication of the number of South African suppliers that an OEM/Service Provider plans to evaluate for possible inclusion into its supply chain, should it meet the requirements

### Skills development

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

Criteria	Description
Number of downstream supply chain individuals to be trained including: <ul style="list-style-type: none"> <li>• Number of artisans trained</li> <li>• Number of technicians trained</li> <li>• Number of black people trained</li> <li>• Total number of people trained</li> </ul>	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
Number of company employees to be trained	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 contract
Investment in Schools in specific sectors e.g. engineering	The monetary value that the Service Provider is prepared to invest in the development and running of schools to increase technical skills development

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

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.

<b>Original Equipment Manufacturer (OEM)</b>	Refers to a manufacturing company that owns the intellectual property rights and patents for the equipment it sells and services
<b>Socio-economic Development</b>	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.
<b>State Owned Enterprise (SOE)</b>	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.
<b>Supplier Development (SD)</b>	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.
<b>United Nations Industrial Development Organisation (UNIDO)</b>	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.

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## 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)	The increase in the number of jobs, as a result of the award of business from Transnet.		
Skills Development	Number of employees trained to be evaluated on basis of man hours of training	The number of jobs that are preserved as a result of the award of business is also taken into consideration 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: • QSE's • EME's • Start-ups Non-Financial Support provided to small business	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. 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		

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

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

Tenderer \_\_\_\_\_

**SUPPLIER DEVELOPMENT VALUE SUMMARY**

**Annexure C**

Respondents must complete this Annexure which summarises your Supplier Development [SD] Bid Document and related value commitments over the contract period.

Please insert the SD Value Indicators in the table below. Cross-reference the Value Indicators quoted under the column heading "SD BID DOCUMENT CROSS-REFERENCE" with the corresponding section in your SD Bid Document.

SD CATEGORY	SD MEASUREMENT	SD VALUE INDICATORS					SD BID DOCUMENT CROSS-REFERENCE
		NUMBER	PERCENTAGE	RAND VALUE excluding VAT	YES/NO		
1	Industrialisation	Industrialisation refers to development that will result in globally leading capabilities within South Africa					
1.1	Value of investment in plant						
1.2	Percentage of the investment of plant purchased in South Africa						
1.3	Percentage indication of the increase in locally supplied items with resultant decrease in and dependency on imported items						
1.4	Potential value of increase in exports through development of local industrial capability						
2	Capability and Capacity Building	Capability and capacity building refers specifically to industrial development in South Africa that focuses on value-add activities of the South African industry through manufacturing of service-related functions					
2.1	Number of local suppliers in the supply chain. Indicate the number of South African suppliers that would be utilised in the fulfilment of a contract						
2.1.1	Number of "Black-owned" local suppliers in the supply chain. Indicate the number of Black-owned suppliers that would be utilised in the fulfilment of a contract						

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SD CATEGORY	SD MEASUREMENT	SD VALUE INDICATORS				SD BID DOCUMENT CROSS-REFERENCE
		NUMBER	PERCENTAGE	RAND VALUE excluding VAT	YES/NO	
2.1.2	Number of "Black Woman-owned" local suppliers in the supply chain; Indicate the number of South African suppliers that would be utilised in the fulfilment of a contract					
2.1.3	Number of "Youth-owned" local suppliers in the supply chain; Indicate the number of Youth-owned suppliers that would be utilised in the fulfilment of a contract					

THE INSTALLATION, HIRING AND MAINTAINING OF WELL POINT DEWATERING EQUIPMENT IN THE PORT OF RICHARDS BAY ON AN AS AND WHEN REQUIRED BASIS

SD CATEGORY		SD MEASUREMENT	SD VALUE INDICATORS				SUBID DOCUMENT CROSS-REFERENCE
			NUMBER	PERCENTAGE	RAND VALUE excluding VAT	YES/NO	
3	Transfer of Technology & Intellectual Property Rights	Technology and Intellectual Property Rights (IPR) transfer is intangible and/orangible assets with significant economic value. IPR will be measured on their plans to transfer knowledge, skills and/or capital assets and/or IPR to contribute to capability building of a supply base which would ultimately lead to improved capability, efficiency and regional capacity					
	3.1	Certification of partner(s) qualified to provide material or services. Indicate <i>number</i> of such proposed service providers and estimated Rand <i>value</i> of this business over the contract period, subject to award of contract					
	3.2	Development, support and use of partners to provide other ancillary services. Indicate <i>number</i> of such proposed service providers and estimated Rand <i>value</i> of this business over the contract period, subject to award of contract					
	3.2.1	Development, support and use of partners to provide other ancillary services. Indicate <i>number</i> of such proposed service providers with Black shareholding and estimated Rand <i>value</i> of this business over the contract period, subject to award of contract					
	3.3	Rand <i>value</i> of proposed capital asset / Intellectual Property Rights [IPR] transfers against award of contract					
	3.4	Rand <i>value</i> of other technology and IPR initiatives [to be further detailed in your SD Bid Document]					
4	Skills Development	New skills development initiatives indicate your company's commitment to skills-education, and how this commitment will be measured. Consideration needs to be directed towards the candidate's quality and value of proposed skills-development to allow for better utilization of the skills development initiative with Government beneficiaries					
	4.1	<i>Number</i> and Rand <i>value</i> of artisans/technicians to be trained over the contract period					
	4.2	<i>Number</i> and Rand <i>value</i> of apprentices to be trained over the contract period					
	4.3	<i>Number</i> and Rand <i>value</i> of Blacks* to be trained over the contract period					
	4.4	<i>Number</i> and Rand <i>value</i> of Black women to be trained over the contract period					

THE INSTALLATION, RUNNING AND MAINTAINING OF WELL POINT DEWATERING EQUIPMENT IN THE PORT OF DURBAN AND NEARBY PORTS AND THE INSTALLATION, RUNNING AND MAINTAINING OF WELL POINT DEWATERING EQUIPMENT IN THE PORT OF DURBAN AND NEARBY PORTS

SD VALUE INDICATORS						
SD CATEGORY	SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE excluding VAT	YES/NO	SD BID DOCUMENT CROSS-REFERENCE
4.5	Number and Rand value of Youth to be trained over the contract period [where "Youth" means individuals between the ages of 16 - 35 years]					
4.6	Number and Rand value of persons with disabilities to be trained over the contract period					
4.7	Is the level of the training offered above compliance with the National Qualification Framework guidelines [NQF] and South African Qualification Association (SAQA)? - Yes/No [Please indicate]					
4.8	Number and Rand value of higher education bursaries and/or scholarships to be offered by your company [provide details in your SD Bid Document]					
4.9	Rand value of other skills development initiatives [to be further detailed in your SD Bid Document]					

\*Where "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

SD VALUE INDICATORS						
SD CATEGORY	SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE excluding VAT	YES/NO	SD BID DOCUMENT CROSS-REFERENCE
5	The potential for job creation during the period of the contract					
5.1	Number and Rand value of new skilled jobs to be created due to award of contract:					
5.1.1	Number of new skilled jobs to be created in rural areas					
5.1.2	Number of new skilled jobs for "Black" individuals and/or contractors					
5.1.3	Number of new skilled jobs for Black women					
5.1.4	Number of new skilled jobs for Black persons with disabilities					
5.1.5	Number of new skilled jobs for Black Youth [where "Youth" means individuals between the ages of 16 - 35 years]					
5.2	Number and Rand value of new unskilled jobs to be created by award of contract:					
5.2.1	Number of unskilled jobs to be created in rural areas					

SD CATEGORY	SD MEASUREMENT	SD VALUE INDICATORS				SD BID DOCUMENT CROSS-REFERENCE
		NUMBER	PERCENTAGE	RAND VALUE excluding VAT	YES/NO	
5.2.2	Number of unskilled jobs for Black individuals and contractors					
5.2.3	Number of unskilled jobs for Black women					
5.2.4	Number of unskilled jobs for Black persons with disabilities					
5.2.5	Number of unskilled jobs for Black Youth [where "Youth" means individual between the ages of 16 - 35 years]					
<b>Job Maintenance/ Preservation</b> The potential for job preservation is 100% for the award of this business						
6.1	Number of jobs which would be preserved through award of contract:					
	6.1.1 - By the Respondent					
	6.1.2 - By subcontractors					
	6.1.3 - By South African suppliers / service providers					
	6.1.4 - By other [specify]					

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THE INSTALLATION, PILING AND MAINTAINING OF WELL POINT DEWATERING EQUIPMENT IN THE POK

SD VALUE INDICATORS

SD CATEGORY	SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE excluding VAT	YES/NO	SD BID DOCUMENT CROSS-REFERENCED
7	<p>Small Business Promotion</p> <p>These SD value measurements give an indication of your commitment to developing small businesses in line with the Government's Growth Path (GMP) and B-BBEE programme.</p>					
7.1	Percentage of your projected annual procurement spend from businesses with an annual turnover of less than R35 million [QSEs]					
7.2	Percentage of your projected annual procurement spend from businesses with an annual turnover of less than R5 million [EMEs]					
7.3	Percentage of your projected annual procurement spend from start-up enterprises					
7.4	Percentage of the estimated contract value which would be subcontracted to EMEs					
7.5	Percentage of the estimated contract value which would be subcontracted to QSEs					
7.6	Percentage of the estimated contract value which would be subcontracted to start-up enterprises					
8	<p>Rural integration and regional development</p> <p>The Service Provider's plan to use regional town and businesses to contribute to the Government's Rural Development Strategy (RDS) and its commitment to rural development will result in the Service Provider's development being sustainable in order to have a long-term and lasting impact.</p>					
8.1	Number of people employed from within the town/city of operation					
8.2	Rand value spent on businesses within the town/city of operation					
8.3	Number and Rand value of rural businesses that the Service Provider plans to develop as a result of the contract					
8.4	Rand value of other initiatives [to be further detailed in your SD Bid Document]					

ESTIMATED RAND VALUE TOTAL OF SUPPLIER DEVELOPMENT COMMITMENT, EXCLUDING VAT :

SUPPLIER DEVELOPMENT COMMITMENT EXPRESSED AS A PERCENTAGE OF ESTIMATED CONTRACT VALUE :

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

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

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

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

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



## T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM (SDB 6.1)

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

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### 1. INTRODUCTION

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

### 2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;

- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	7
5	6
6	5
7	4
8	3
Non-compliant contributor	0

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

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

value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

**5. B-BBEE STATUS AND SUBCONTRACTING**

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 10]

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

**5.2 Subcontracting:**

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

If YES, indicate:

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

**5.3 Declaration with regard to Company/Firm**

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

(v) Describe Principal Business Activities

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

(vi) Company Classification

- Manufacturer
  - Supplier
  - Professional Service Provider
  - Other Service Providers, e.g Transporter, etc
- [TICK APPLICABLE BOX]

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

**"PREVIEW COPY ONLY"**

**BID DECLARATION**

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

SIGNATURE OF BIDDER

2. ....

DATE: .....  
COMPANY NAME: .....  
ADDRESS: .....  
.....  
.....

## T2.2-4 :Evaluation Schedule: Availability of Equipment and Other Resources

Tenderers to submit a list of all Equipment and other resources that he proposes to use to execute the work as described in the Works Information, as well as the availability and details of ownership for each item.

Number of Equipment	Equipment Type – Description	Hourly Rate

**"PREVIEW COPY ONLY"**

The scoring will be as follows:

Score	Prompt for judgement
0 (No Response)	No response.
40 (Poor)	Less than acceptable – response/ answer/ solution lacks convincing evidence of availability of equipment.
70 (Satisfactory)	response/ answer/ solution to the particular aspect of requirements and evidence of availability of equipment.
90 (Good)	Tenderer has extensive evidence of availability of equipment and experience in projects of a similar nature.
100 (Very Good)	Excellent – response/ answer/ solution gives real confidence that the tenderer has the availability of equipment and will add real value.

Signed

Date

Name

Position

Tenderer

"PREVIEW COPY ONLY"



## T2.2-25 :Previous Experience: Evaluation Schedule

**Note to tenderers:**

Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of, their design, installation and commissioning capability.

<p><b>Index of documentation attached to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p>
--

The scoring of the Previous Experience will be as follows:

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

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

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

Tenderer \_\_\_\_\_

## T2.2- 42 : Evaluation Schedule: Geographical Footprint

The tenderers proposals on his sites and satellite offices, in order to fully support the project. This should include but not be limited to:-

1. The tenderers locality to head/primary office location of the employer's offices relating to the project, and the tenderers regional office location in relation to the surrounding locations applicable to the project.
2. Adaptability to the geographical aspects and objectives during the development of the project.

The scoring of the tenderer's Geographical Location will be as follows:

<b>Poor</b> (score 1-40)	Tenderer's geographic position is in no proximity to any major centre.
<b>Satisfactory</b> (score 41-70)	Tenderer's geographic position is in proximity to one major centre.
<b>Good</b> (score 71-90)	Tenderer's geographic position is in proximity to two major centres.
<b>Very good</b> (score 91-100)	Tenderer's geographic position is in proximity to all major centres.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: TPG CON 018/2013

DESCRIPTION OF THE WORKS: THE INSTALLATION, HIRING AND MAINTAINING OF WELL POINT DEWATERING EQUIPMENT IN THE PORT OF RICHARDS BAY ON AN AS AND WHEN REQUIRED BASIS

T2.2-34: Supplier Declaration Form

**Transnet Supplier Declaration / Application**

**THE FINANCIAL DIRECTOR OR COMPANY SECRETARY:**

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

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

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

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

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

**IMPORTANT NOTES:**

1. If your annual turnover is less than R5 million, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND / OR** BBBEE certificate and detailed scorecard from a SANAS accredited rating agency, should you feel you will be able to attain a better BBBEE score.
2. If your annual turnover is between R5 million and R35million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
3. If your annual turnover is in excess of R35million, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962 whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.
5. No payments can be made to a vendor until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
6. From 1 February 2011 only BBBEE certificates issued by SANAS accredited verification agencies will be valid.

Document Name: Vendor Master\_Trade Vendor Management Procedure (Revised)

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

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T2.2-34: Supplier Declaration Form

TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: TPG CON 018/2013

DESCRIPTION OF THE WORKS: THE INSTALLATION, HIRING AND MAINTAINING OF WELL POINT DEWATERING EQUIPMENT IN THE PORT OF RICHARDS BAY ON AN AS AND WHEN REQUIRED BASIS

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

**j) Supplier Declaration Form**

Company Trading Name	
Company Registered Name	

Did your company previously operate under another name?	Yes		No	
---	-----	--	----	--

If **YES** state the previous name below

Trading Name						
Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor

Is your company VAT Registered?	Yes		No		Exempt	
---------------------------------	-----	--	----	--	--------	--

If <b>Yes</b> , state VAT Registration Number						
If <b>No or Exempt</b> , state reason						

Bank Name		Bank Account Number	
-----------	--	---------------------	--

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

Contact Person			
Designation			
Telephone			
Email			

Last Financial Year Annual Turnover	<R1Million		R1-R5Million		R5-R35Million		>R35Million
-------------------------------------	------------	--	--------------	--	---------------	--	-------------

Indicate using a 'X' the business sector in which your company is involved / operating	
Agriculture	
Manufacturing	
Electricity, Gas and Water	
Retail, Motor Trade and Repair Services	
Catering, accommodation and Other Trade	
Community, Social and Personal Services	
Mining and Quarrying	
Construction	
Finance and Business Services	
Wholesale Trade, Commercial Agents and Allied Services	

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T2.2-34: Supplier Declaration Form

TRANSNET FREIGHT RAIL  
 ENQUIRY NUMBER: TPG CON 018/2013  
 DESCRIPTION OF THE WORKS: THE INSTALLATION, HIRING AND MAINTAINING OF WELL POINT  
 DEWATERING EQUIPMENT IN THE PORT OF RICHARDS BAY ON AN AS AND WHEN REQUIRED  
 BASIS

Transport, Storage and Communications	
Other (Specify)	

**ii) Category of Supplier**

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

Company Trading Name	
Company Registered Name	

<b>A. Are you a supplier of goods and / or products?</b>	Yes		No	
If yes, what goods and / or products are being supplied?				

<b>B. Are you a supplier of service and / or labour?</b>	Yes		No	
If yes, what service and / or labour are being supplied?				

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

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

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

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

**BBBEE Ownership Details**

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

Transnet Contact Person	
Contact number	
Transnet operating division	

**Duly Authorised to Sign For And On Behalf Of Firm / Organisation**

Name		Designation	
------	--	-------------	--

Document Name: Vendor Master\_Trade Vendor Management Procedure

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T2.2-34: Supplier Declaration Form

**TRANSNET FREIGHT RAIL**

ENQUIRY NUMBER: TPG CON 018/2013

DESCRIPTION OF THE WORKS: THE INSTALLATION, HIRING AND MAINTAINING OF WELL POINT DEWATERING EQUIPMENT IN THE PORT OF RICHARDS BAY ON AN AS AND WHEN REQUIRED BASIS

Signature		Date	
<b>Stamp And Signature Of Commissioner Of Oath</b>			
Name		Date	
Signature		Telephone No	

**Internal Transnet Departmental Questionnaire (for office use only)**

Company Trading Name	
Company Registered Name	

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

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

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

Name		Designation	
Signature		Date	

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

**A Internal Document Checklist**

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

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Classification:

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TRANSNET FREIGHT RAIL

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DESCRIPTION OF THE WORKS: THE INSTALLATION, HIRING AND MAINTAINING OF WELL POINT DEWATERING EQUIPMENT IN THE PORT OF RICHARDS BAY ON AN AS AND WHEN REQUIRED BASIS

16) Declaration in terms of 80% of income (Annexure C)	
--	--

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

Hotline: 0800 003 056  
 Fax: 0800 007 788  
 Email: [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)  
 Website: [www.transnet.net](http://www.transnet.net) and click on the Tip – offs Anonymous link  
 Post: Tip-offs Anonymous, Freepost DN 298, Umhlanga Rocks, 4320

**Annexure A**

Company Trading Name	
Company Registered Name	

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

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

**For admin purposes only**

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

TRANSNET FREIGHT RAIL

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DESCRIPTION OF THE WORKS: THE INSTALLATION, HIRING AND MAINTAINING OF WELL POINT DEWATERING EQUIPMENT IN THE PORT OF RICHARDS BAY ON AN AS AND WHEN REQUIRED BASIS

**Annexure B**

Company Trading Name	
Company Registered Name	

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

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

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the answer is "no" the contractor needs to provide Transnet with a written declaration to the effect that Transnet is its only employer. If contractor can supply such declaration it will be regarded as being in standard employment and employees' tax must be calculated in accordance with the tax tables for natural persons.		
---	--	--

**For admin purposes only.**

Company Trading Name	
Company Registered Name	

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

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**Annexure C**

Company Trading Name	
Company Registered Name	

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

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

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assessment from any one client?		
If the answer is "yes" the company / close corporation or trust is a "personal service provider" and payments to the company / close corporation or trust be will be subject to PAYE and SDL .If the answer is "no", you should provide Transnet with a written declaration. If a written declaration is provided, no employees' tax will be deducted from payments to be made the company / close corporation or trust.		

**For Admin purpose only:**

Company Trading Name	
Company Registered Name	

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

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 DESCRIPTION OF THE WORKS: THE INSTALLATION, HIRING AND MAINTAINING OF WELL POINT DEWATERING EQUIPMENT IN THE PORT OF RICHARDS BAY ON AN AS AND WHEN REQUIRED BASIS

### 1.1 Supporting Documents Required

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

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

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

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

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# THE CONTRACT

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PART C1: AGREEMENT & CONTRACT  
DATA

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## C1.1: FORM OF OFFER & ACCEPTANCE

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## C1.1 Form of Offer & Acceptance

### Offer

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

**THE INSTALLATION, HIRING AND MAINTAINING OF WELL POINT DEWATERING EQUIPMENT IN THE PORT OF RICHARDS BAY ON AN AS AND WHEN REQUIRED BASIS**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

*(Insert name and address of organisation)*

Name & signature of witness

Date

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet Freight Rail  
Old Naval Base, Commodore Close,  
Meerensee, Richards Bay

Name &  
signature of  
witness

Date

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

**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

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<b>For the tenderer:</b>	<b>For the Employer</b>
Signature _____	_____
Name _____	_____
Capacity _____	_____
On behalf of _____ <i>(Insert name and address of organisation)</i>	Transnet Freight Rail Old Naval Base, Commodore Close, Meerensee, Richards Bay
Name & signature of witness _____	_____
Date _____	_____

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## C1.2: CONTRACT DATA

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## C1.2 Contract Data

### Part one - Data provided by the *Employer*

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

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

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2: Changes in the law
	of the NEC3 Term Service Contract (June 2005) <sup>1</sup> (and amendments June 2006)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Old Naval Base, Commodore Close Meerensee, Richards Bay 3900
		Postal Address:  P O Box 425 Richards Bay South Africa 3900
	Tel No.	035 905 4639
	Fax No.	086 723 0510

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

10.1	The <i>Service Manager</i> is (name):	Jannie Visser
	Address	Old Naval Base Commodore Close Meerensee Richards Bay
	Tel	035 905 3662
	Fax	035 905 3545
	e-mail	Jannie.Visser2@transnet.net
11.2(2)	The Affected Property is	The Port of Richards Bay
11.2(13)	The <i>service</i> is	The Installation, hiring and maintaining of well point dewatering equipment in the Port Of Richards Bay on an as and when required basis
11.2(14)	The following matters will be included in the Risk Register	Operational Port activities Other Contractors Live electric power Timely supply of material and plant
11.2(15)	The Service Information is in	Part C3: The Scope of Services
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 (two) weeks
2	<b>The Contractor's main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of being issued with a Task Order
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	02 September 2013
30.1	The <i>service period</i> is	24 months
4	<b>Testing and defects</b>	No additional data is required for this section of the <i>conditions of contract</i> .
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	On the 10 <sup>th</sup> day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of the Standard Bank South Africa.

6	<b>Compensation events</b>	No data required for this section of the <i>conditions of contract</i>
7	<b>Use of Equipment Plant and Materials</b>	No additional data is required for this section of the <i>conditions of contract</i> .
8	<b>Risks and insurance</b>	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	Insurance against Loss of or damage to the works, Plant & Materials is as stated in the Principle Controlled Insurance policy for Contract Works/ Public Liability
	Cover / indemnity is:	Cover/ indemnity is to the extent as stated in the Principle Controlled Insurance policy for contract Works/ Public Liability
	The deductibles are:	The deductibles are as stated in the Principle Controlled Insurance policy for Contract Works/ Public Liability
2	Insurance against:	Loss of or damage to property (except the works, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the contractor) arising out of or in connection with the performance of the Contract as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability
	Cover / indemnity is:	Is to the extent as stated in the Principle Controlled insurance policy for Contract Works / Public Liability
	The deductibles are:	The deductibles are as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability
83.1	The <i>Employer</i> provides these additional insurances	
1	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability
	Cover / indemnity is:	Is to the extent as stated in the Principle Controlled insurance policy for Contract Works / Public Liability
	The deductibles are:	The deductibles are as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability
2	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon





<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Richards Bay
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
<b>12</b>	<b>Data for secondary Option clauses</b>	
X2	Changes in the law	No additional data is required for this Option

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## C1.2 Contract Data

### Part two - Data provided by the Contractor

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

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

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

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

TRANSNET FREIGHT RAIL  
ENQUIRY NUMBER: TPG CON 018/2013  
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CV's (and further key person's data including  
CVs) are in .

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

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PART C2: PRICING DATA

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## C2.1: PRICING INSTRUCTIONS

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## PART C2: PRICING DATA

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

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## C2.1 Pricing instructions: Option A

### 1.1 The *conditions of contract*

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

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

Option A states:

Identified 11  
and defined  
terms

11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

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

### 1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.

1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.



## C2.2 Price List

Description	Unit	Qty	Rate	Amount
Establishment of well point equipment	Each	40		
Installation of well field line (60.0m x 6.0m deep)	Each	40		
Well point pump hire (24 hrs per day)	Day	1800		
Machine minder (24 hrs per day)	Day	1800		
Over and above the 30.0m delivery line (per day)	meter	100		
De establishment	Each	40		
Supervision (including 4x4 vehicle)	Hour	5670		
Total				

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PART C3: SCOPE OF WORK

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## PART 3: SERVICE INFORMATION

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## C3.1: SERVICE INFORMATION

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## C3 Service information

### 3.1 Overview of the services

This contract is for the installation, hire and maintenance of well point dewatering equipment in the Port of Richards Bay.

The Contractor shall install and maintain his equipment and ensure that the work site in the de watering area is free of sub surface water. This dry condition is required to achieve the specified material compaction and to prevent the collapsing of excavations. The area for de watering will be identified by the TFR RME Representative and discussed with the Contractor before the installation starts.

Access to the Port of Richards Bay will be subjected to the Transnet Port Terminal security requirements and regulations. The Contractor 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.

### 3.2 Specifications of the services

#### 3.2.1 Well field line installation:

Each well field line will consist of 40 each well points installed at 6.0m deep by means of water jetting and developed with crusher dust as required. The crusher dust will be supplied by others. The 60.0m manifold line will consist of 10 each 110mm diam. x 6.0m long uPVC pipe with pipe saddles installed every 1.2 to 1.5m apart with valves and associated fittings to connect to the well points. A T-piece must be fitted in the middle of the well point to connect the well point pump with the suction hose, including the correct fittings. Where the flow is high the pipe diam. must be 160mm.

#### 3.2.2 Well points:

The well point will consist of a 700mm x 52mm perforated pipe with a well point sock over the perforated pipe with a cup and pipe adapter for the 32mm pipe which must fit on the inside of the well point to ensure that a drawdown can be achieved from the bottom of the well point. Each well

point must be able to handle 3.5m<sup>3</sup> per hour, depending on the soil conditions. Each well point is equipped with a 32mm diam. x 6.0m long HDPE pipe, capable of handling a vacuum without collapsing.

### 3.2.3 Well point pump:

4" Diesel driven automatic self-priming well point pump set with vacuum assist and must be capable of pumping under snore conditions. The pump must be capable of pumping up to 140.0m<sup>3</sup> per hour of flow with a suction lift of 9.1 MSL. The pump must be able to handle 60 cfm of air continuously while operating.

### 3.2.4 Delivery line:

Each well point pump shall have a 30.0m length of delivery pipe.

### 3.2.5 OSH Act and Regulations (85 of 1993):

The Contractor shall comply with the OSH Act and in particular with the General Machinery Regulations. (GNR. 1524 of 5 August 1988)

### 3.2.6 Free issues:

Fuel, lubricant, banded platforms for the machinery, crusher dust and ablution facilities will be supplied and provided by TFR RWF.

## 3.3 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 proceeding 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.

### 3.4 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.

### 3.5 Procurement

#### The *Supplier's* Invoices

##### 3.7.1

- 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.
- The invoice states the following:
  - Invoice addressed to Transnet SOC Ltd;
  - Transnet Limited's VAT No: 4770105177;
  - Invoice number;
  - The *Supplier's* VAT Number; and
  - The Contract number
  - Purchase order number
  - The invoice contains the supporting detail
- 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 Freight Rail RME  
  
Main office building, Old Naval Base, Commodores Close, Meerensee, Richards Bay
- The invoice is presented as an original.

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PART C4: SITE INFORMATION

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## Part 4: Site Information

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## Part 4: Site Information

### Description of the Site and its Surroundings

#### General Description

The sites are scattered through the Port of Richards Bay for Transnet National Port Authorities.

#### Site Access

Access to all sites will be from the existing public and maintenance road networks whilst access to the Port of Richards Bay will be through the formalised East or West Access Gates. Access to the sites will be subject to the Transnet relevant Operating Division's security requirements and regulations.

#### Site Facilities Available

No facilities have been provided for by the *Employer* because of the nature and duration of the works. Should the *Contractor* require a laydown area it will be arranged.

#### Site Conditions

The works are undertaken next to a highly dusty area and care should be taken to safeguard against this. Surgical masks and safety goggles must be used at all times during rigging where necessary.

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