

NEC3 Engineering and Construction Contract (ECC)

entered into by and between

Transnet SOC Ltd

Registration Number 1990/000900/30
(hereinafter referred to as the "Employer")

and

Pending

Registration Number
(hereinafter referred to as the "Contractor")

Description of the Works	Supply, installation, commissioning and testing of signal gantries at Bayhead and Island View in the Port of Durban
RFQ Number	DBN-2424107-001
Start Date	05 August 2013
Completion Date	24 January 2014

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T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for the supply, installation, commissioning and testing of signal gantries at Bayhead and Island View in the Port of Durban over a period of 5 (five) months.

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

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

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

The physical address for collection of tender documents is:

Queens Warehouse
237 Mahatma Gandhi Road
Point
Durban

Documents may be collected during working hours after 08:00 to 15:00 on Tuesday, 25th June 2013 to Tuesday, 02nd July 2013 only.

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

Mrs Zubere Nabee
Tel No 031 361 1779
Vax No. 0866 488 647
Email Zubere.nabee@transnet.net

A **compulsory** clarification meeting with representatives of the Employer will take place at:

Queens Warehouse
237 Mahatma Gandhi Road
Point
Durban

on Thursday, 04th July 2013 starting at 10h00.

The closing time for receipt of tenders is 12h00 on Tuesday, 16th July 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.

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

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail	Project No.:	2424107
Fax No. 0866 488 647	Tender No.:	DBN-2424107-001
Attention: Zubere Nabee	Closing Date:	16 th July 2013

For: Supply, installation, commissioning and testing of signal gantries at Bayhead and Island View in the Port of Durban

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: _____

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)

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 SOC Ltd (Reg No. 1990/000900/30)
F.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 2) C2.2 Price List Part C: The contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) Part C2: Pricing data C2.1 Pricing instructions C2.2 Price List Part C3: Scope of work C3.1 Works Information Part C4: Site information C4.1 Site information
F.1.4	The Employer's agent is: Name: Debbie van Wyk Address: 237 Mahatma Gandhi Road, Point, Durban Tel No. 031 361 1772 Vax No. 0866 488 153 E – mail Deborah.vanwyk@transnet.net

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F1.6 The competitive negotiation procedure may be applied.

1. Pre-Qualifying Quality (Functionality) Criteria

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

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

Quality criteria	Sub-criteria	Maximum number of points
T2.2-7 Management and CV's of key personnel	General experience and qualifications	15
	Adequacy for the assignment	5
	Knowledge of issues pertinent to the project, including experience related to NEC3 ECC conditions of contract	5
T2.2-25 Previous Experience Tenderer's experience with respect to specific aspects of the project / comparable projects	Experience with similar projects, areas, conditions and circumstances in relation to the Works Information	25
T2.2-46 Technical Backup	Detailed technical backup	25
T2.2-47 Statement of Compliance	Detailed Statement of Compliance	25
Maximum possible score for quality (100)		100

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

- **T2.2-7 Management and CV's of key personnel**
- **T2.2-25 Previous Experience**
- **T2.2-46 Technical Backup**
- **T2.2-47 Statement of Compliance**

The minimum number of evaluation points for quality is : 60

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

Each evaluation criteria will be assessed in terms of six indicators – no response, poor, less than acceptable, acceptable, above acceptable and excellent. Scores of 0, 20, 40, 60, 80 or 100 will be allocated to no response, poor, less than acceptable, acceptable, above acceptable and excellent, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality, unless scored collectively. (See CIDB Inform Practice Note #9)

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

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- F.2.7 **The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.**
- Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.**
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- F.2.12 No alternative tender offers will be considered
-
- F.2.13.3 Parts of each tender offer communicated on paper shall be as an original, plus 1 copy.
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F.2.13.5 The Employer's details and address for delivery of tender offers and identification details that
F2.15.1 are to be shown on each tender offer package are:

Location of tender box Ground Floor, Main Reception

Physical address: Queens Warehouse
237 Mahatma Gandhi Road
Point
Durban

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

- Name of Tenderer: (insert company name)
- Contact person and details: (Insert details)
- The RFQ Number: DBN-2424107-001
- The Tender Description: Supply, installation, commissioning and testing of signal gantries

Documents must be marked for the attention of: Debbie van Wyk

Prior arrangement on the submittal of large tender documents should be made with the Procurement Manager.

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

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 Commissioner

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

F.3.4 The time and location for opening of the tender offers are:
Time 12:00 on Tuesday, 16th July 2013
Location: Queens Warehouse, 237 Mahatma Gandhi Road, Point, Durban

F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2.
F.3.13.7

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

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.

F.3.13 Tender offers will only be accepted if:

- a) the tenderer submits an **original valid** Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer does not appear on Transnet list for restricted tenderers.
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- e) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- f) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

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

T2.1 List of Returnable Documents

1. Returnable Schedules

T2.2-7	Management and CV's of key persons
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
T2.2-22	Health and Safety Plan
T2.2-25	Previous experience
T2.2-27	Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31	Supplier Code of Conduct
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-36	RFP Declaration Form
T2.2-43	RFP – Breach of Law
T2.2-46	Technical Back-up and Support
T2.2-47	Statement of Technical Compliance
T2.2-50	Preference Points Claim Form

This schedule is required for payment purposes only:

T2.2-34 Supplier Declaration Form

2. C1. Offer portion of Form of Offer & Acceptance

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

4. C2.2 Activity Schedule

EVALUATION SCHEDULE

T2.2-7 : Management & CV's of Key Persons – ECC¹

Please describe the management arrangements for the *works*.

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

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

Attached submissions to this schedule:

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

	General experience and qualifications	Adequacy for the assignment	Knowledge of issues pertinent to the project
0	The tenderer has submitted no information or inadequate information to determine a score.		
Poor (score 20)	Key staff have no levels of general experience	Key staff have no levels of project specific education, skills, training and experience	Key staff have no experience of issues pertinent to the project
Less than acceptable (score 40)	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, skills, training and experience	Key staff have limited experience of issues pertinent to the project
Acceptable (score 60)	Key staff have reasonable levels of general experience	Key staff have reasonable levels of project specific education, skills, training and experience	Key staff have reasonable experience of issues pertinent to the project
Above acceptable (score 80)	Key staff have extensive levels of general experience	Key staff have extensive levels of project specific education, skills, training and experience	Key staff have extensive experience of issues pertinent to the project
Excellent (score 100)	Key staff have outstanding levels of general experience	Key staff have outstanding levels of project specific education, skills, training and experience	Key staff have outstanding experience of issues pertinent to the project

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-9 : Insurance provided by the Contractor

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006) 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)			

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

T2.2-14 : Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

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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

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:	Queens Warehouse, 237 Mahatma Gandhi Road, Point, Durban	
On (date)		Starting time:

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

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Purchaser's* Representative to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

Particulars of person(s) attending the meeting:

Name	_____	Signature	_____
Capacity	_____		
Name	_____	Signature	_____
Capacity	_____		

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

Name	_____	Signature	_____
Capacity	_____	Date & time	_____

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

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

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

Attach additional pages if more space is required.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

T2.2-17 : Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnership:

Name	Identity number	Personal income tax number

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

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 HAS-STD-0001 Rev 00.
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement

Attached submissions to this schedule:

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

EVALUATION SCHEDULE

T2.2-25 : Previous Experience

Note to tenderers:

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

Index of documentation attached to this schedule:
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The score for Previous Experience will be as follows:

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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

B-BBEE and preferencing scheme:

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

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

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

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

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

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

- a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE (i.e annual turnover between R5 million and R35 million):**
 - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million):**
 - EMEs are exempted from B-BBEE accreditation
 - Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition

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

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

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

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

ZAR.....

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

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

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

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

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

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

Socio-Economic Obligations for Foreign Tenderers:

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

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

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

T2.2-31 : Supplier Code of Conduct

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

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (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 noted 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 supply, installation, commissioning and testing of signal gantries at Bayhead and Island View in the Port of Durban ("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 revocation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

9. No License Granted

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

10. No Representations

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

11. Term

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

12. Miscellaneous

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

13. Governing Law and Jurisdiction

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

14. Disputes

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

15. Remedies

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

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

T2.2-34: Supplier Declaration Form

Transnet 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
- 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.

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

Document Name: Vendor Master_Trade Vendor Management Procedure (Revised)

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

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T2.2-34: Supplier Declaration Form



TRANSNET FREIGHT RAIL

RFQ NUMBER: DBN-2424107-001

DESCRIPTION OF THE WORKS: SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF SIGNAL GANTRIES

i) 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 Yes , state VAT Registration Number						
If No or Exempt , state reason						
Bank Name				Bank Account Number		
Company Physical Address				Code		
Company Postal Address				Code		
Company Telephone number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						
Contact Person						
Designation						
Telephone						
Email						
Last Financial Year Annual Turnover	<R1Million	R1-R5Million	R5-R35Million	>R35Million		
Indicate using a 'X' the business sector in which your company is involved / operating						
Agriculture						
Manufacturing						
Electricity, Gas and Water						
Retail, Motor Trade and Repair Services						
Catering, accommodation and Other Trade						
Community, Social and Personal Services						
Mining and Quarrying						
Construction						
Finance and Business Services						
Wholesale Trade, Commercial Agents and Allied Services						
Transport, Storage and Communications						
Other (Specify)						

Document Name: Vendor Master_Trade Vendor Management Procedure

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

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T2.2-34: Supplier Declaration Form

ii) Category of Supplier

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

Company Trading Name	
Company Registered Name	

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

B. Are you a supplier of service and / or labour?	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 documents 1-2, 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 or Ownership				
% Black Ownership		% Black women ownership		% Disabled person(s) ownership

Transnet Contact Person	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation

Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath

Name		Date	
Signature		Telephone No	

Internal Transnet Departmental Questionnaire

Company Trading Name	
Company Registered Name	

To be completed by the Transnet Requesting / Sourcing Department

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

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

Name		Designation	
Signature		Date	

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

A. Internal Document Checklist

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

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

Hotline: 0800 003 056
Fax: 0800 007 788
Email: Transnet@tip-offs.com
Website: 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	

"PREVIEW COPY ONLY"

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"> – A copy of a recent months EMP 201 form; – 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. <p>If the above documentation is provided, payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to questions 2 and 3. If "no", please proceed to question 2.</p>		
<p>2.) Will you render your services mainly at the premises of Transnet?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to question 3. If "yes", please proceed to question 3.</p>		
<p>3.) Will you be working under the supervision and control of Transnet as to the manner in which your duties are performed or as to the hours you are required to work?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL.</p> <p>If "yes", you will not be regarded as an independent contractor for employees' tax purposes and payments to you will be subject to employees' tax. Normal tax tables will apply.</p>		
<p>4.) Is the contractor required to work for a period of 22 hours or more per week?</p> <p>If the answer is "yes" the person will be regarded as being in standard employment and payments made to employee will be subject to employees' tax in accordance with the tax tables for natural persons.</p>		
<p>5.) Is the contractor required to work at least 5 hours a day, but Transnet will not pay the contractor more than R208 for that day? If the answer is "yes" employees' tax should not be withheld.</p>		
<p>6.) Will the contractor be working for less than 22 hours for Transnet, but Transnet will be their only employer?</p> <p>If the answer is "yes" a written declaration should be supplied to Transnet to the effect that Transnet will be the only employer of the contractor. The contractor is in standard employment and employees' tax needs to be withheld in accordance with the tax tables for natural persons.</p>		
<p>7.) Will Transnet expects the contractor to work for a period of less than 22 hours per week? If the answer is "yes" the contractor is in non-standard employment and employees' tax needs to be withheld at a flat rate of 25%.</p>		
<p>8.) Will the contractor be allowed to work for any other employer while performing duties for Transnet? If the answer is "no" the contractor needs to provide Transnet with a written declaration to the effect that Transnet is its only employer. If contractor can supply such declaration it will be regarded as being in standard employment and employees' tax must be calculated in accordance with the tax tables for natural persons.</p>		

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		

“PREVIEW COPY ONLY”

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"> - A copy of a recent months EMP 201 form; - 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). <p>If the above documentation is provided, payments to be made will not be subject to PAYE, UIF or SDL. No need to complete questions 2 – 7.</p> <p>If the above documentation cannot be provided, please continue in completing this form. If the answer is "no", please proceed to the next question.</p>		
<p>2.) Where your organisation is a company, will a shareholder (20% or more) or a "connected person" in relation to such shareholder(s) provide the services to Transnet?</p> <p>Where your organisation is a close corporation, will a member or a "connected person" in relation to such member(s) provide the services to Transnet?</p> <p>Where your organisation is a trust, will a beneficiary or a "connected person" in relation to such trust provide the services to Transnet?</p> <p>If your answer is "yes" to any one of the above questions, you need to complete each of the remaining questions.</p> <p>If your answer is "no", the payments made to the company will not be subject to PAYE, UIF or SDL.</p>		
<p>3.) Would the person supplying the services to Transnet be regarded as an employee of Transnet if the services were rendered directly to Transnet, notwithstanding that the services are rendered via a company, close corporation or trust?</p> <p>If the answer is "yes", the company / close corporation or trust is a "personal service provider" and payments made to the company, close corporation or trust are subject to PAYE and SDL. If the answer is "no", please continue in completing this form.</p>		
<p>4.) Will the person rendering the services to Transnet render such services mainly at the premises of Transnet and will such person be working under the supervision and control of Transnet as to the manner in which such person's duties are performed?</p> <p>If the answer is "yes", the company / close corporation or trust is a "personal service provider" and payments made to the company / close corporation or trust are subject to PAYE and SDL.</p> <p>If the answer is "no" please continue in completing this form.</p>		
<p>5.) Will your company / close corporation or trust derive more than 80% of its income during the year of assessment from any one client?</p> <p>If the answer is "yes" the company / close corporation or trust is a "personal service provider" and payments to the company / close corporation or trust be will be subject to PAYE and SDL. If the answer is "no", you should provide Transnet with a written declaration. If a written declaration is provided, no employees' tax will be deducted from payments to be made the company / close corporation or trust.</p>		

For Admin purpose only:

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

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1.1 Supporting Documents Required

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

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



DESCRIPTION OF THE WORKS: SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF SIGNAL GANTRIES

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



DESCRIPTION OF THE WORKS: SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF SIGNAL GANTRIES

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

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T2.2-36 : 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:	

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

EVALUATION SCHEDULE

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

Note to tenderers:

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

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

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

EVALUATION SCHEDULE

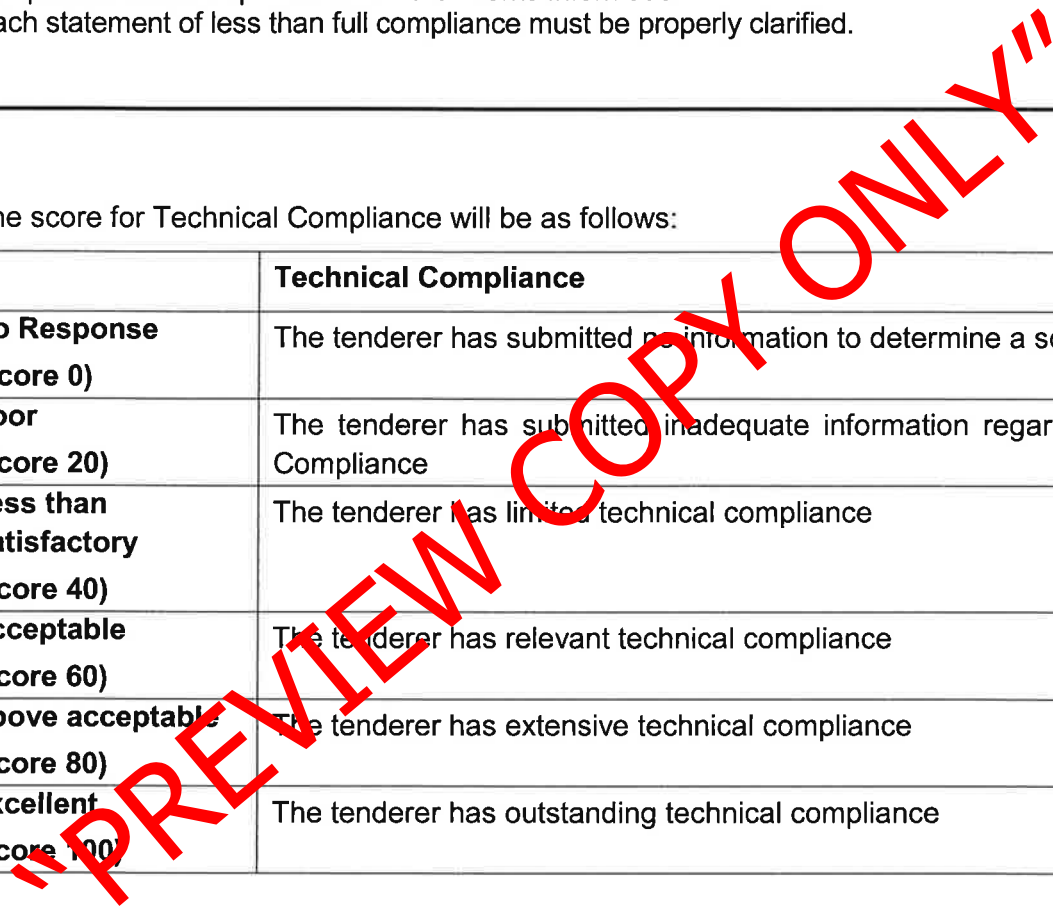
T2.2-47 : Statement of Technical Compliance

Note to tenderers:

Tenderers shall also complete and attach to this schedule a clause-by-clause statement of compliance to the requirements of the Works Information
 Each statement of less than full compliance must be properly clarified.

The score for Technical Compliance will be as follows:

	Technical Compliance
No Response (score 0)	The tenderer has submitted no information to determine a score.
Poor (score 20)	The tenderer has submitted inadequate information regarding Technical Compliance
Less than Satisfactory (score 40)	The tenderer has limited technical compliance
Acceptable (score 60)	The tenderer has relevant technical compliance
Above acceptable (score 80)	The tenderer has extensive technical compliance
Excellent (score 100)	The tenderer has outstanding technical compliance



Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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

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

1. INTRODUCTION

- 1.1 A total of 90 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	5
5	4
6	2
7	1
8	0
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 points]

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

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

(vi) Company Classification

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g Transporter, etc

[TICK APPLICABLE BOX]

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

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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.

2.

SIGNATURE OF BIDDER

DATE:

COMPANY NAME:

ADDRESS:.....

.....

.....

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:

SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF SIGNAL GANTRIES AT BAYHEAD AND ISLAND VIEW IN THE PORT OF DURBAN

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 _____
 Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s) _____

Name(s) Allan Leaver _____

Capacity Senior Contract Manager _____

for the Employer Transnet SOC Ltd
237 Mahatma Gandhi Road
Point
Durban _____

Name & signature of witness _____ Date _____

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Allan Leaver

Capacity _____
(Insert name and address of organisation)

Senior Contract Manager

On behalf of _____

Transnet Freight Rail - RME
 237 Mahatma Gandhi Road
 Point
 Durban

Name & signature of witness _____

Date _____

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p> <p>dispute resolution Option and secondary Options</p> <p>of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006)¹</p>	<p>A: Priced contract with activity schedule</p> <p>W1: Dispute resolution procedure</p> <p>X2: Changes in the law</p> <p>X7: Delay damages</p> <p>X16: Retention</p>
10.1	<p>The <i>Employer</i> is:</p> <p>Address</p> <p>Having elected its Contractual Address for the purposes of this contract as:</p> <p>Tel No.</p> <p>Vax No.</p>	<p>Transnet SOC Ltd (Registration No. 1990/000900/30)</p> <p>Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001</p> <p>Transnet Rail Engineering - RME Queens Warehouse 237 Mahatma Gandhi Road Point Durban</p> <p>Postal Address:</p> <p>P O Box 38163 Point South Africa Point 4069</p> <p>031 361 1772</p> <p>0866 488 153</p>

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

10.1	The <i>Project Manager</i> is: (Name)	Mahomed Sayid				
	Address	237 Mahatma Gandhi Road, Point, Durban				
	Tel	083 279 0438				
	Fax	0866 488 487				
	e-mail	Mahomed.sayid@transnet.net				
10.1	The <i>Supervisor</i> is: (Name)	Sithembiso Khanyile				
	Address	237 Mahatma Gandhi Road, Point, Durban				
	Tel No.	083 279 7442				
	Fax No.	0866 488 487				
	e-mail	Sithembiso.khanyile@transnet.net				
11.2(13)	The <i>works</i> are	The supply, installation, commissioning and testing of signal gantries				
11.2(15)	The <i>boundaries of the site</i> are	Bayhead and within the boundaries of Island View in the Port of Durban				
11.2(16)	The Site Information is in	Part C4				
11.2(19)	The Works Information is in	Part C3				
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 weeks				
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.				
3	Time					
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	24th January 2014				
30.1	The <i>access dates</i> are	<table border="1"> <thead> <tr> <th>Part of the Site</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1 Bayhead and Island View</td> <td>05/08/2013</td> </tr> </tbody> </table>	Part of the Site	Date	1 Bayhead and Island View	05/08/2013
Part of the Site	Date					
1 Bayhead and Island View	05/08/2013					
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.				
31.2	The <i>starting date</i> is.	05th August 2013				
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 (four) weeks.				
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.					

4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	1 (one) week
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	10th (tenth) 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 of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 10:00 hours South African Time</p>
	The place where weather is to be recorded (on the site) is	At Bayhead site and Island View
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Durban
	and which are available from:	Pretoria Weather Bureau 012 367 6023 or info3@weathersa.co.za.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.

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8 Risks and insurance

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

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

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

84.2 The insurance against loss of or damage to the *works*, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Blanket Principal Controlled Insurance (BPCI),
 Principal Controlled Insurance (PCI),
 Principal Controlled Contractors Liability Insurance,
 Principal Controlled Insurance On-Off; and
 Project Specific Insurance

Select one	
BPCI	

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

1 Insurance against:

Loss of or damage to the *works*, Plant and Materials is as stated in the BPCI insurance policy for Contract Works/ Public Liability.

Cover / indemnity:

to the extent as stated in the BPCI insurance policy for Contract Works / Public Liability

The deductibles are:

as stated in the BPCI insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)

2 Insurance against:

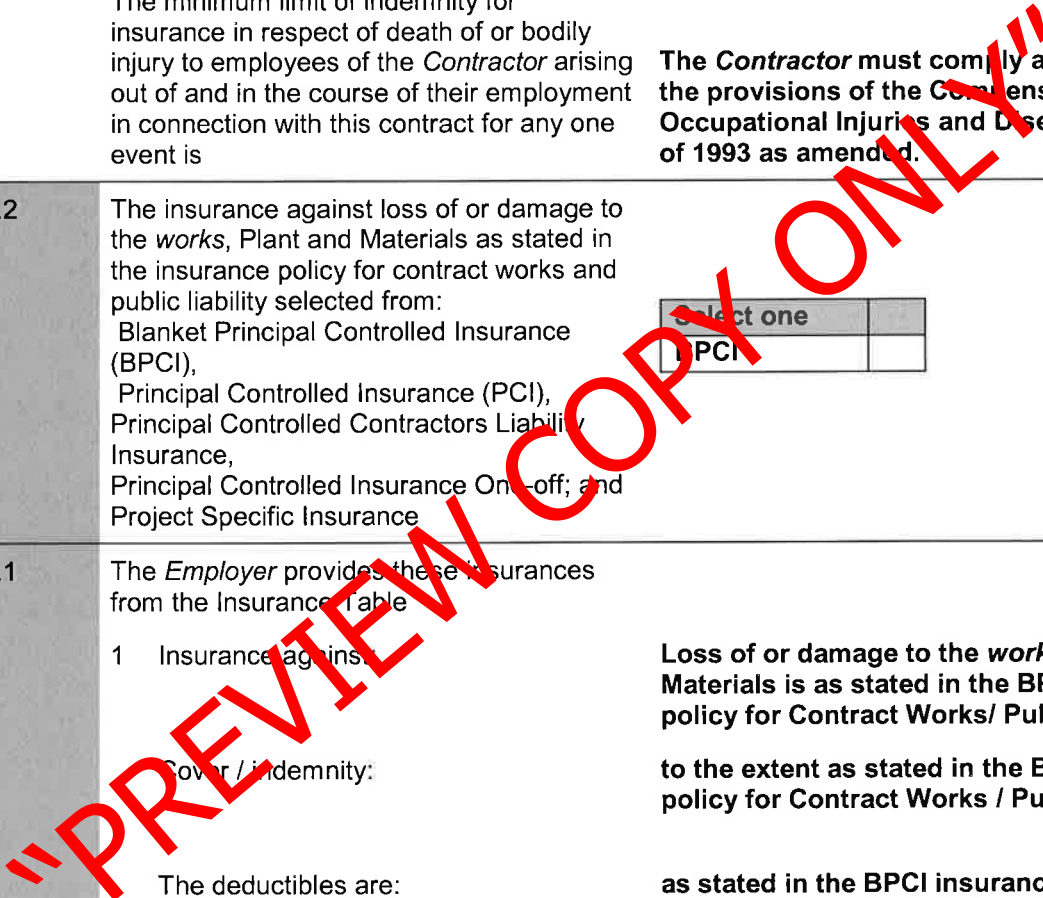
Loss of or damage to property (except the *works*, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising out of or in connection with the performance of the Contract as stated in the BPCI insurance policy for Contract Works / Public Liability

Cover / indemnity

Is to the extent as stated in the BPCI insurance policy for Contract Works / Public Liability

The deductibles are

as stated in the BPCI insurance policy for Contract Works / Public Liability



84.1	<p>3 Insurance against:</p> <p>Cover / indemnity</p> <p>The deductibles are:</p> <p>4 Insurance against:</p> <p>Cover / indemnity</p> <p>The deductibles are</p>	<p>Loss of or damage to Equipment (Temporary Works only) as stated in the BPCI insurance policy for contract Works and Public Liability</p> <p>Is to the extent as stated in the BPCI insurance policy for Contract Works / Public Liability</p> <p>As stated in the BPCI insurance policy for Contract Works / Public Liability</p> <p>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</p> <p>Cover / indemnity is to the extent provided by the SASRIA coupon</p> <p>The deductibles are in respect of each and every theft claim 0.1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000.</p>
------	--	--

84.1	<p>The <i>Contractor</i> provides these additional insurances.</p>	<ol style="list-style-type: none"> 1. Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> he shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected 2. Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. 3. Should the <i>Employer</i> have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any subcontractor 4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10,000.00.
------	--	--

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		5. The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i> . The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with activity schedule	No additional data is required for this Option
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of 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	Durban
	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)

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12 Data for secondary Option clauses

X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R1,000,00 per day
X16	Retention	
X16.1	The <i>retention percentage</i> is	10% on all payments certified

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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 Engineering and Construction Contract - June 2005 (with amendments June 2006) and the relevant parts of its Guidance Notes (ECC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address Tel No. Fax No.	
11.2(8)	The direct fee percentage is The subcontracted fee percentage is	% %
11.2(18)	The working areas are the Site and	
24.1	The Contractor's key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Options	2
C2.2	Activity Schedule	3

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C2.1 Pricing instructions: Option A

1. The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC) Option A states:

Identified and defined terms 11 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

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

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule 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 activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.

1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.

1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.

- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

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C2.2 Activity Schedule																
ITEM NO.	DESCRIPTION										MATERIAL	LABOUR	TOTAL			
1	SAFETY															
1.1	SAFETY COMPLIANCE (INDUCTION, MEDICALS & SAFETY FILE)															
											CARRIED TO SUMMARY					
2	PRELIMINARY AND GENERAL															
											CARRIED TO SUMMARY					
3	GANTRY SIGNALS															
	Signal no.	Cable	Cable length	Aspects												
				Green	Red	Yellow	Goods & Siding	Shunt	Route			Emergency				
3.1	GANTRY 1															
	BYD 2196	27c	45m		✓	✓	✓	✓		✓	✓		✓			
	BYD 2174	27c	55m		✓	✓	✓	✓					✓			
	BYD 2192	27c	65m		✓	✓	✓	✓		✓			✓			
3.2	GANTRY 2															
	BYD 2210	27C	35m		✓	✓	✓	✓			✓		✓			
	BYD 2168	27C	45m		✓	✓	✓	✓			✓		✓			
	BYD 2166	27C	55m		✓	✓	✓	✓			✓		✓			
	BYD 2204	27C	65m		✓	✓	✓	✓			✓		✓			
3.3	GANTRY 3															
	BYD 2150	27c	45m	✓	✓	✓		✓	✓	✓			✓			
	BYD 2136	12c	65m	✓	✓	✓		✓					✓			
	BYD 2140	12c	45m	✓	✓	✓										
	BYD 2142	12c	55m	✓	✓	✓										
	BYD 2150	12c	45m		✓	✓							✓			
	BYD 2148	12c	55m		✓	✓										
3.4	GANTRY 4															
	BYD 2534	27c	45m		✓	✓		✓		✓	✓		✓			
	BYD 2536	27c	55m		✓	✓		✓		✓	✓		✓			

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3.5	GANTRY 5												
	BYD 2516	12c	45m		√	√							
	BYD 2518	12c	55m		√	√						√	
	BYD 2524	12c	45m		√	√						√	
	BYD 2526	12c	55m		√	√						√	
3.6	GANTRY 6												
	BYD 652	21c	45m		√	√			√			√	
	BYD 664	21c	45m	√	√	√						√	
	BYD 674	12c	50m	√	√	√							
	CARRIED TO SUMMARY												
4	COMMISSIONING AND TESTING OF SIGNALS												
	CARRIED TO SUMMARY												

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SUMMARY OF PRICES		
1	SAFETY	
2	PRELIMINARY AND GENERAL	
3	GANTRY SIGNALS	
4	COMMISSIONING AND TESTING OF SIGNALS	
TOTAL (excl. VAT) carried over to Form of Offer & Acceptance		

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C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

Description of the works

1.1 Executive overview

The *Contractor* is to perform the following works:

- Supply, Install, Test and Commission of gantry signals per cage complete to match site, with all associated equipment and wiring for rail reserve at Bayhead and Island View and conform to the TFR specification set out in clause 1.1.1 and 1.1.2 below.

1.1.1 Specifications

Applicable Transnet Freight Rail Specifications

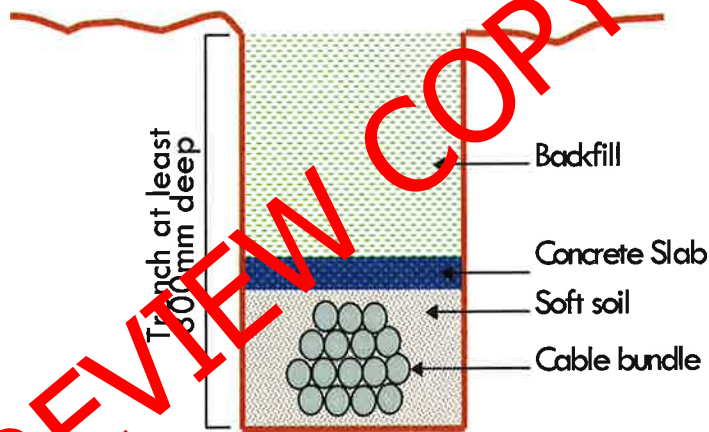
BBB0493 Version4.		
CSE-503B	Jan 1985	Installation of Signals
CSE-1158-004	Oct 1995	Signal Number Plates
CSE-1174-005	Sept 1994	Colourlight Signal Unit
CSE-1174-006	Sept 1994	Route Signal Light Unit
CSE-504/7	Jul-85	Outdoor Signalling Works
CSE-514/5	Jan-85	Manufacture of Concrete Components
CSE-516/1	Jan-88	Trenching and Outdoor Cable Installation
CSE-1133-012	May-96	The Treatment and Coating of Signal Equipment in Corrosive and Non-corrosive Areas
CSE-1133-100 Cat.E98	Apr-96	Technical Instructions
CSE-1133-105 Cat. N98	Mar-97	The Use of Cables in Signalling Installations
CSE-1154-001 Cat. E48	Mar-94	Environmental Specification for Spoornet Railway Signalling Systems
CSE-1155-500 Cat. N48	Sep-94	Testing of Signalling Installations
CSE-1158-001 Cat. E98	Jan-09	General Requirements for Non-vital Electronic Hardware
CSE-1159-001 Cat. X48	Mar-94	Documentation for Signals Equipment

CSE-1164-001 Cat. X47	Mar-97	PVC Insulated Metal Protected Outdoor Cables
CSE-1164-006 Cat. X47	Mar-97	Stranded, Bare Copper or PVC Insulated, Outdoor or Indoor Cable for Earth Connections
CSE-Z-148-46F Sht 1-10		Lightning protection
BBB3235	Sept 2002	Earthing and lightning protection

Laying and securing cable in a trench

1. The required cable laying configuration in the trenches is shown in the figure below.

The cable bundle is placed on a thin layer of soft soil and not on the bare trench floor.



2. The signals should be replaced with same type of signals.
3. All signal number plates are to be replaced according to specification
4. Galvanised steel pipe should be used to protect the cable from theft in the bottom of the gantry.
5. The bottom of the steel pipe should start from the depth of the trench right up to 3 metres above the top of the mast foundation.
6. Only replace the cable from the signal box to the gantry signal.
7. No joints allowed

Addendums to TRF specifications:

A) Specification No. CSE-504/7 (January 1985): Outdoor Signalling Work

1. Clause 2.1:

B. Delete 0.9mm and 1.4mm for multi-core P.V.C. cable.

2. Clause 3.1

All jointing material kits (heat-shrink and/or resin type) are to be approved by Transnet Freight Rail (Technology Management).

3. Clause 4 - Void

4. Clause 5.1

Paragraph 2 to read: "PVC trunking and extruded aluminium rails shall be used for the wiring and inner frame".

5. Clause 5.8 to read:

"Internal wiring must be run vertically and horizontally only, and must be grouped using the provided PVC trunking correctly".

6. Clause 5.11

Add ", and CSE-1155-502 Annexure 7" at the end of the sentence.

7. Clause 6 - Void

8. Clause 7 to read:

"Sirens shall be in accordance with specification CSE-1163-017 (Latest amendment). The approved range shall be from 0.5 km up to 1 km".

B) Specification No. CSE-514/5 (January 1985): Manufacture of Concrete Components

Clause 9.5 - Void.

C) Specification No. CSE-516/1 (January 1988): Trenching and Outdoor Cable Installation:

1. Replace "GI Ducting and Concrete trough" wherever it appears with "GI Pipe".

2. Clause 3.3

Replace paragraph one with: "Where the required trench depth is not obtainable, and with the approval of the Project Manager, G.I. pipe may be used in the main trench. This must be covered with 50mm of soft soil and a 150mm 30Mpa concrete slab must be cast on top of the soil. The concrete slab must be covered with a minimum of 150mm soil".

Replace "500mm depth" in the second paragraph with "the required trench depth".

Replace "40mm thick, 300mm wide and 500mm long" with "40mm - 50mm thick, 300mm wide and 500mm - 1000mm long".

3. Clause 3.6 to read:

"Where cables are required to be laid down embankments, G.I. pipes shall be used. These G.I. pipes shall be boxed in concrete at the top and bottom ends of the embankment in such a manner that the embankment is not disturbed".

4. Clause 3.13

High voltage indication danger tape approved by Standards SA is installed 200mm above the concrete slabs.

5. Clause 3.14

Cable-laying on embankments is done in 150mm G.I. pipes and backpacked with soil Crete.

6. Clause 4.5

Replace "3 meters of cable slack" with "1 meter of cable slack".

7. Clause 4.8

Replace "3 meters" with "1 meter" and "1.5 meter" with "0.5 meter".

8. Clause 6.1 to read:

"Where the main trench crosses bridges the cable shall be laid in a 150mm G.I. pipe boxed in 450mm x 450mm of 30Mpa concrete with inspection points \pm 100 meters apart. These inspection points shall be sealed and indicated on the cable plans and civil plans.

If the above mentioned is not possible or it will restrict the natural flow of water, a 150mm G.I. pipe must be mounted against the wall of the bridge with inspection hole's 50m apart and the ends of these pipes must be sent and cast in concrete in the ground at each end".

9. Clause 6.4.1 -Tail trench track crossings:

Replace "Pitch fibre pipes to specification No SABS 921 of 1982" with "100mm plastic pipe with a wall thickness of 6mm, and approved for cable-laying by Standards SA".

The last sentence is to read: "... the pipe must protrude 1.5 meter beyond the edge of the ballast".

10. Clause 6.4.3

Replace "two weeks" with "three weeks".

11. Clause 6.4.4 -Main trench track crossings:

Only 150mm G.I. pipe (minimum thickness 5mm) is used.

12. Clause 7.0 and sub clauses - Void.

13. Clause 9.0 and sub clauses - Void.

Requirements for the programme

The programme, progress reports, subsequent dates, revision and supplementary programmes as detailed in this section are an essential part of the project control system used by the Employer for managing the works and in monitoring the progress of the work under the Contract. The information and data provided by the contractor pursuant to this procedure must therefore be reliable, accurate and timely in presentation.

1.2 Employer's objectives

The Employer requires the works to be completed without delay so that the facility can be used for freight traffic. The works are required to be completed on time whilst still maintaining the highest quality so as not to delay freight traffic.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

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

2 Construction

2.1 Temporary works, Site services & construction constraints

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

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

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

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

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

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

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

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

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

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

- 2.1.7 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 2.1.8 Health and safety facilities on Site
- 2.1.9 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's Works Information*.
- 2.1.10 Cooperating with and obtaining acceptance of others
- 2.1.11 The *Contractor* performs the *works* and co-operates with:
The personnel who will be occupying the site for other duties
- 2.1.12 Publicity and progress photographs
The contractor may only take progress photographs with the permission of the site agent or project manager
- 2.1.13 The *Contractor* provides a notice board indicating all relevant safety requirements, Contractor's contact details and telephone numbers.
- 2.1.14 The *Contractor* provides progress photographs at monthly intervals in digital format at the various work areas under his control
- 2.1.15 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
- 2.1.16 *Contractor's Equipment*
The Contractor shall keep records on site of all equipment and plant under his control, indicating whether hired or owned.
- 2.1.17 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 2.1.18 Equipment provided by the *Employer*
The Contractor shall provide all necessary equipment required to complete the works
- 2.1.19 Site services and facilities:
The Contractor shall provide his own mess, ablution and changing facilities. Area will be given to the Contractor to establish such a site camp. Water and sewer connections will be provided free of charge to the Contractor.
- 2.1.20 The *Employer* provides the following facilities for the *Contractor*:
Water and sewer connections will be provided for free to the Contractor.
- 2.1.21 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.
- 2.1.22 Facilities provided by the *Contractor*:
The Contractor shall provide his own Site accommodation which shall include site office, site storage, toilet facilities, changing facilities and mess area for his staff, fenced off site camp.
- 2.1.23 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:
One air conditioned site office, furnished with writing desk and chairs suitable for site meetings for use by the *Employer*

- 2.1.24 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 2.1.25 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.
- 2.1.26 Existing premises, inspection of adjoining properties and checking work of Others
- 2.1.27 The *Contractor* inspects and surveys the following [buildings / premises / facilities] adjacent to the Site in accordance with and in conjunction with the *Project Manager*:
The *Contractor* shall inspect all buildings, workshops where he is to complete the works, prior to occupying such areas and report any defects to the *Project Manager*.
- 2.1.28 Survey control and setting out of the *works*
- 2.1.29 Excavations and associated water control
- 2.1.30 The *Contractor* complies with the following :
The *Contractor* shall handle, store and dispose of all asbestos material in accordance with approved asbestos handling procedures. The *Contractor* shall keep stock piles of disposal material to a minimum.
- 2.1.31 Underground services, other existing services cable and pipe trenches and covers
The *Contractor* shall refer to the drawings for underground services and inform the *Project Manager* should those prevent him from executing his work
- 2.1.32 Where the *Contractor* encounters existing underground services / existing services cables / pipe trenches] [state as appropriate the *Contractor* undertakes the following:
Inform the *Project Manager*
- 2.1.33 Control of noise, dust, water and waste
- 2.1.34 The *Contractor* complies with the following:
The *Contractor* shall handle, store and dispose of all asbestos material in accordance with approved asbestos handling procedures. The *Contractor* shall keep stock piles of disposal material to a minimum
- 2.1.35 Sequences of construction or installation
- 2.1.36 The *Contractor* notifies provide the *Supervisor* with a daily task programme which shall include for all activities which the contractor intends to do in order to complete the works
- 2.1.37 Hook ups to existing *works*

2.2 Completion, testing, commissioning and correction of Defects

- 2.2.1 The *work* to be done by the Completion Date
On or before the Completion Date the *Contractor* shall have done everything required to Provide the *Works* including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and others from doing their work.
- 2.2.2 Use of the *works* before Completion has been certified
- 2.2.3 Take over procedures

- 2.2.4 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.
- 2.2.5 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.
- 2.2.6 Access given by the *Employer* for correction of Defects
- 2.2.7 Training and technology transfer
- 2.2.8 Operational maintenance after Completion

3 Plant and Materials Standards and Workmanship

3.1 Building works

- 3.1.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the *Works Information*, the following interpretations and meanings shall apply:
- 3.1.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the *Works Information* and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.
- 3.1.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.
- 3.1.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:
 - Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.
 - Where the word or expression "*Contractor*" is used, read "*Contractor*".
 - Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.
- When the Model Preambles for Trades 1999 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.
- 3.1.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:
 - Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the *Works Information*. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.
- 3.1.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's Works Information* paragraph 3.1.6 states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.
- 3.1.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.
- 3.1.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.

3.1.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer's Works Information*.

3.2 Electrical & mechanical engineering works

3.2.1 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term "Equipment" (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as "Plant" for ECC defined term compliance.

4 List Of Drawings

4.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title
Drg. 2424107-4-E-0001 Sheet 1 & 2	01	The replacement of 6 gantry signals
Concrete Slab ST P5 11		Concrete Slab

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SECTION 2

5 Management and start up

5.1 Management meetings

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

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

5.2 Safety risk management

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

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

- Provide all facilities and take all measures necessary for maintaining proper personal hygiene, ensuring health and safety of persons and property
- Avoid unnecessary interference with the passage of people, vehicles and property at or near the Site
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services
- Be responsible for the adequacy, stability and safety of all of its site operations, of all its methods of design, construction work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by the Agent, its Contractors, employees, or any Government Body

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

Cost for the above shall be borne by the Contractor.

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

5.2.1 The Contractor complies with the following:

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

The Agent/Principal Contractor may require the Contractor from time to time to supplement its safety manual, policies and procedures with guidelines and/or operating standards provided to the Contractor by the Agent/Principal Contractor. The Contractor shall comply with such requests where the request is consistent with the requirements of the Contract. The Contractor shall give prompt written notice to the Principal of any objection of the Contractor to the requested supplement, including the reasons for objection. The Agent/Principal Contractor's rights under this Clause are not intended, and shall not be construed, to relieve the Contractor from any obligations to ensure compliance with all provisions of this Contract.

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

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

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

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

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

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

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

- 5.2.6 The Contractor complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.
- 5.2.7 The Contractor makes the SMP available to its employees and subcontractors in the language of his contract and other local languages as required.
- 5.2.8 The Contractor participates in a HAZOP and Constructability Reviews at intervals upon the instruction and direction of the Project Manager.
- 5.2.9 The Contractor completes a Risk Assessment prior to carrying out any operation on the Site and/or working areas to the approval of Project Manager and TRE's Project manager.

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

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

5.3 Environmental constraints and management

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

- Construction Environmental Management Plan
- Standard Environmental Standard

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

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

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

5.3.5 The Contractor shall appoint an Environmental Officer.

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

5.4 Quality assurance requirements

5.4.1 The Contractor shall have, maintain and demonstrate its use to the Project Manager (and/or the Supervisor to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the works. The Contractor's Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the Project Manager).

5.4.2 The Contractor submits his Quality Management System documents to the Project Manager as part of his programme under ECC Clause 31.2 to include details of:

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

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

- 5.4.4 The *Project Manager* indicates those documents required to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.
- 5.4.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*

5.5 Programming constraints

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

5.6 Insurance provided by the Employer

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

5.7 Provision of bonds and guarantees

- 5.7.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.
- 5.7.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

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

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

6 Procurement

6.1 Contractors Invoice

- 6.1.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 6.1.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 6.1.3 The invoice states the following:
- Invoice addressed to Transnet SOC Ltd;
 - Transnet SOC Limited's VAT No: 4720103177;
 - Invoice number;
 - The *Contractor's* VAT Number; and
 - The Contract number TBA
 - The invoice contains the supporting detail
- 6.1.4 The invoice is presented either by post or by hand delivery.
- 6.1.5 Invoices submitted by post are addressed to:
Transnet Freight Rail
P.O Box 38163
Point
4069
For the attention of The Contract Administrator, Transnet Freight Rail
- 6.1.6 Invoices submitted by hand are presented to:
Transnet Freight Rail
237 Mahatma Gandhi
Point
Durban, 4001
For the attention of The Contract Administrator, Transnet Freight Rail
- 6.1.7 The invoice is presented as an original.

6.2 Subcontracting

- 6.2.1 Project Manager's approval is required prior to the appointment of any Sub-Contractors
- 6.2.2 The *Contractor* uses one of the following specialists and suppliers as his Subcontractors:
- 6.2.3 Subcontract documentation, and assessment of subcontract tenders
- 6.2.4 Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the CEMP and SES (described under paragraph 2.4 of the *Works Information*) as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the CEMP and SES all within the *Contractor's* Quality Management System as per paragraph 2.5 of the *Works Information*.
- 6.2.5 Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the PIRPMP (described under paragraph 4.1.1 of the

Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the **Works Information**.

- 6.2.6 The *Contractor* uses an NEC3 contract with respect to the following elements of the *works*:
- 6.2.7 Where under the CEMP as described under paragraph 6.4 of the Works Information, the Contractor is required to remove an animal, reptile or bird from the Site and/or Working Areas, the *Contractor* engages a Subcontractor who is a specialist and qualified for the removal of such animal, reptile or bird (to include the removal of rare, endemic or endangered species). The *Contractor's* attention is drawn to ECC Clauses 26.2 & 26.3.

6.3 Plant and Materials

- 6.3.1 The quality of any materials required to complete the works shall be in accordance with the approved QCP
- 6.3.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the Works Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the *Project Manager*.
- 6.3.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- 6.3.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.
- 6.3.5 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the Works Information.
- 6.3.6 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

PART 4: SITE INFORMATION

1. Description of the Site and its surroundings

1.1. General description

The site is the rail reserve at Bayhead and Island View in the Port of Durban.

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

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

Prospective *contractors* shall attend the site inspection and acquaint themselves with the existing gantry signals, nature of the *works*, the condition under which the work is to be performed, and the means of access to site, any limitations or other authorities and in general will all matters that may influence or affect the *contractor*

1.3. Subsoil information

The *Contractor* shall liaise with the *Project Manager* in this regard before commencing with work

1.4. Hidden services

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

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