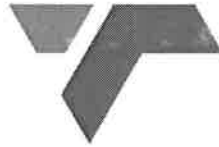


**TRANSNET**



**NEC3 Engineering & Construction Short Contract  
(ECSC)**

**Transnet SOC Ltd**

(REGISTRATION NO.1990/000900/30)

trading as

**Transnet Freight Rail**

**Tender No. HOAC-HO-14476**

Construction of a secure brick and mortar building with a flat  
concrete a roof Transnet Freight Rail

Issue Date, 04/07/2014

Closing Date: 17/07/2014

## CONTENTS

Document reference	Title: Construction of a secure brick and mortar building with concrete a roof	No of pages
	<b>THE TENDER</b>	
<b>Part T1</b>	<b>Tendering procedures</b>	
T1.1	Tender Notice and Invitation to Tender ➤ Suppliers Code of Conduct	9
T1.2	Tender Data	6
<b>Part T2</b>	<b>Returnable documents</b>	
T2.1	List of Returnable Documents	2
T2.2	Returnable Schedules	28
	<b>THE CONTRACT</b>	
	<b>CONTRACT DATA</b>	
<b>Part C1.1</b>	<b>Agreement and Contract Data</b>	
	Contractor's Offer and Employer's Acceptance	3
	Contract Data	4
	Pricing Instructions	2
	Price List	4
	Works Information	6
	Site Information	1
	Specifications	123
<b>Part C1.2</b>	<b>Adjudicator's Contract Data</b>	2
	<b>Secondary specifications</b>	50
	<b>Principal Controlled Insurance</b>	47

## PART T1: TENDERING PROCEDURES

"PREVIEW COPY ONLY"

## PART T1: TENDERING PROCEDURES

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

HOAC-HO-14476

#### 1. PROPOSAL REQUEST

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity**, **Respondent** or **Bidder**] for the provision of the Refurbishment of the Construction of a secure brick and mortar building with a flat concrete a roof to Transnet Freight Rail.

Tenderers should have a CIDB contractor grading designation of **3GB/3CE** or higher. Potentially emerging enterprises 2GBPE/2CEPE who satisfy criteria stated in the Tender Data may submit tender offers. Only Tenderers, who are registered with the CIDB, are eligible to submit tenders.

On or after 04 June 2014, the RFP documents may be inspected at, and are obtainable from the office of the Secretariat, Transnet Freight Rail, Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown.

RFP documents will only be available for collection between 09:00 and 15:00 from 04 June 2014 until 09 June 2014. Therefore payment must be effected prior to the deadline for collection.

Queries relating to the administrative issues of these documents may be addressed to:

Mr. Lindani Langa

Tel No. 011 584 1427

E mail: Lindani.Langa@transnet.net

Or

Mrs. Sarah Assegaai

Tel. No. 011 5840668

E-mail: Sarah.assegaai@transnet.net

#### 2 FORMAL BRIEFING

A compulsory RFP briefing will be conducted at Dannhauser and Umbulwana **on Monday, 10 July 2014 starting at 11h00.**

- a) A Certificate of Attendance must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.

- b) Transnet will not be held responsible if any Bidder who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereof.
- c) Respondents failing to attend the compulsory RFP briefing will be disqualified.
- d) Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.
- e) The briefing session will start punctually at 10H00 and information will not be repeated for the benefit of Respondents arriving late.

**This tender closes punctually at 10:00 hrs. on Thursday 17 July 2014.**

If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.

The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.

Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions should not be made by the Respondent to RFP documents. Any alterations must be initialed by the person who signs the Bid Documents

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile, email and late tenders will not be accepted.

Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

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

Compliance of tender(s) with Transnet's requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet SOC Ltd in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.

### **3 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

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 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 tendered responses. All procurement transactions will be evaluated accordingly.

The Department of Trade and Industry [DTI] is currently in the process of reviewing the B-BBEE Codes of Good Practice [Code Series 000]. Transnet reserves the right to amend this

RFP in line with such reviews and/or amendments once they have come into effect. Transnet furthermore reserves the right to adjust the thresholds and evaluation processes to be aligned with such changes which may be issued by the DTI after the issue date of this RFP.

### 3.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R 1,000,000.00. However, if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R 1,000,000.00, the RFP will be cancelled.
- The 90/10 preference point system applies where the acquisition of the Services will exceed R 1,000,000.00. However, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R 1,000,000.00, the RFP will be cancelled.

The 90/10 preference point system is applicable to this RFP.

When Transnet invites prospective service providers to submit Proposals for its various expenditure programmes, it requires Respondents [*Large Enterprises and QSE's - see below*] to have their B-BBEE status verified in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. Valid B-BBEE Verification Certificates must be issued by:

- a) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- b) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating. Enterprises will be rated by Verification Agencies or Registered Auditors based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than 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 less than R5 million]:

In accordance with B-BBEE Codes of Good Practice, any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

  - Automatic rating of B-BBEE Level 4 irrespective of race or ownership

- Black<sup>1</sup> ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate [which may be in the form of a letter] from an auditor, accounting officer or a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, Black ownership / Black female ownership and B-BBEE status level.

*Respondents are 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 a certificate in respect of EMEs].*

In this RFP, Transnet will accordingly allocate a maximum of **20 points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating.

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

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

R \_\_\_\_\_

*All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto.*

### 3.2 B-BBEE Joint Ventures, Consortiums and/or Subcontractors

In addition to the above, Respondents who would wish to enter into a Joint Venture [JV] or consortium with, or subcontract portions of the contract to, B-BBEE entities, must state in their RFPs the percentage of the total contract value that would be allocated to such B-BBEE entities, should they be successful in being awarded any business. A valid B-BBEE Verification Certificate in respect of such B-BBEE JV or consortium partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP Bid to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto.

#### a) JVs or Consortiums

If contemplating a JV or consortium, Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

##### (i) Incorporated JVs/Consortiums

<sup>1</sup> **Black** means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003



As part of an incorporated JV/consortium's Bid response, the incorporated JV/consortium must submit a valid B-BBEE Verification Certificate in its registered name.

(ii) Unincorporated JVs/Consortiums

As part of an unincorporated JV/consortium's tendered response, the unincorporated JV/consortium must submit a consolidated B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this RFP in particular.

N.B. Failure to submit a B-BBEE certificate in respect of the JV or Consortium, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

b) Subcontracting

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

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.

3.3 **B-BBEE Registration**

In addition to the Verification Certificate, Transnet recommends that Respondents 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 would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

*For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>.*

**Supplier Development Initiatives**

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

Transnet fully endorses and supports Government's New Growth Path policy through its facilitation of Supplier Development [SD] initiatives. Hence Respondents are required to submit their commitments with regard to Supplier Development Initiatives over the duration of this contract.



#### 4 COMMUNICATION

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

- 4.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted before 15:00 on 27/01/2013, substantially in the form set out hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the correct contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 4.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Freight Rail Acquisition Council, at telephone no. 011 544 9486 on any matter relating to its RFP Proposal.

Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

#### 5 INSTRUCTIONS FOR COMPLETING THE RFP

- 5.1 Sign one set of original documents. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be an exact copy of the original signed Proposal.
- 5.2 Both sets of documents are to be submitted to the address specified in Tender Data.
- 5.3 All returnable documents tabled in the Proposal Form must be returned with your Proposal.

#### 6 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

#### 7 ADDITIONAL NOTES

- 7.1 Changes by the Respondent to its submission will not be considered after the closing date.
- 7.2 The person or persons signing the Proposal must be legally authorised by the Respondent to do so. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- 7.3 Bidders who fail to submit a duly completed and signed RFP Declaration Form will not be considered.
- 7.4 Transnet will not do business with companies involved in B-BBEE fronting practices.
- 7.5 Transnet may wish to visit the Respondent's place of business during this RFP process.

- 7.6 Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document.
- 7.7 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS  
MAY RESULT IN A PROPOSAL BEING REJECTED**

## 8 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 8.1 Modify the RFP's Services and request Respondents to re-bid on any such changes;
- 8.2 Reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 8.3 Disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 8.4 Not necessarily accept the lowest priced Proposal or an alternative bid;
- 8.5 Reject all Proposals, if it so decides;
- 8.6 Withdraw the RFP on good cause shown;
- 8.7 Award a contract in connection with this Proposal at any time after the RFP's closing date;
- 8.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 8.9
- 8.10 Make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

## 9 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS : 0800 003 056**

"PREVIEW COPY ONLY"

## PART T1: TENDERING PROCEDURES

### T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The 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 to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer is Transnet SOC Ltd trading as Transnet Freight Rail

F.1.2 The tender documents issued by the employer comprise:

**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

**Part C1: Agreements and contract data**

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Forms of Security

C1.4 Adjudicator's Contract Data

**Part C2: Pricing data**

C2.1 Pricing instructions

C2.2 Bill of Quantities/ Activity Schedule

**Part C3: Scope of work**

C3 Scope of work

**Part C4: Site information**

C4 Site information

F.1.4 The employer's agent is:

Name : Bongiwe Senna

Address : Inyanda House 4

18A Girton Rd, 1st Floor

Tel : 011 583 0375

E-mail : Bongiwe.Senna@transnet.net

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

F.2.1.1 The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3GB/3CE** class of construction work; and
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:
  - ☐ **Has technical qualifications and competence.**
  - ☐ **Has managerial capacity, reliability and experience.**
  - ☐ **Has good reputation.**
  - ☐ **Has equipment.**

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **3GB/3CE** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3GB/3CE** class of construction work.

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

Confirmation of attendance to be notified at least one full working day in advance to:

Name : Mr. Lindani Langa

Tel : 011 584 1427

E-mail : Lindani.Langa@transnet.net

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

F.2.12 No alternative tender offers will be considered.

F.2.12 If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions.

Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus **one** copy.

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

If delivered by hand, the envelope is to be deposited in the Transnet Freight Rail Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

The Chairperson  
Transnet Freight Rail Acquisition Council  
Inyanda House 1  
21 Wellington Road  
Parktown  
Johannesburg  
2001

It should also be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week. The measurements of the "tender slot" are 500mm long x 100mm wide, and Tenderers must please ensure that tender documents/files are not larger than the above dimensions. Tenders which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes, each addressed as above.

If dispatched by courier, the envelope must also be addressed as above and delivered to the Office of The Secretariat, Transnet Freight Rail Acquisition Council and a signature obtained from that Office.

#### Identification details

Tenders must be submitted before the closing hour on the date as shown in F2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No: HOAC-HO-14476
- (b) Description of work: Construction of secure brick and mortar building with a flat concrete roof
- (c) Closing date and Time: 17 June 2014 at 10H00
- (d) Closing Address: Inyanda House 1, Wellington road, Parktown, Johannesburg, 2001

All envelopes must reflect the return address of the Respondent on the reverse side.

F.2.13.6 A two-envelope procedure will not be followed.

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



F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is **12 weeks**

F.2.19 Access shall be provided for inspections, tests and analysis:  
**All sites as stated in the Scope of Work (Description of the Work)**

F.2.23 The Tenderer is required to submit the following certificates with his tender:  
1.) An original valid Tax Clearance Certificate issued by the South African Revenue Services. **Failure to provide this document with the tender submission will result in disqualification.**  
2) BBBEE evaluation certificate done by an accredited company.  
3) Where a Tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner.

F.3.4 The time and location for opening of the tender offers are:  
**Time 10:15 on the closing date of tender.**  
**Location: Table G66 & 69, West Wing, Ground Floor, Inyanda House, 21 Wellington Road, Parktown, Johannesburg**

F3.11.1 Responsive and Substantive Test:

**Step 1:** Administrative Responsiveness: All Returnable Documents/Schedules provided: Mandatory and Essential

**Step 2:** Substantive Responsiveness:  
All Mandatory documents complete and correct and acceptable response to any clarification on Essential documentation

**Step 3:** Test minimum threshold of **70%** for Technical (Quality) Criteria:  
(Points are NOT carried over to Stage 4)

**Technical Criteria:**

Evaluation Criteria	Max no of points	
• Compliance to Specifications	40%	100%
• Statement of Work and Quality Plan	15%	
• Delivery/Project schedule	20%	
• Technical Capacity/resources that will be allocated to the project	10%	
• References/previous performance	10%	
• Health, risk, and safety plan	5%	

**Step 4:** Financial offer and Preference

F3.11.3 The procedure for the evaluation of responsive tenders is Method 2

The score for financial offer is calculated using Formula 2 (option 1) of SANS 294,

F3.11.7 Score the financial offers of remaining responsive offers using the following formula:

$$N_{Fo} = W_1 \times A$$

Where:  $N_{Fo}$  is the number of tender evaluation points awarded for the financial offer.

$W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Up to 100 minus  $T_{EV}$  tender evaluation points will be awarded to Tenderers for SD.

Description of quality criteria and sub criteria			Max no of points
Commercial	Competitive Pricing	100	90
BBBEE	Points scored: Step 3	100	10
Total evaluation points			100

F.3.13.1 Tender offers will only be accepted if:

- a) The Tenderer has completed and returned all returnable documents and schedules.
- b) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- d) The Tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- f) 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.

***Tender will be disqualified if all returnable documents and schedules are not returned.***

F.3.18 The number of paper copies of the signed contract to be provided by the employer is **one**.

The additional conditions of tender are:

- 1 The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *works* and of the rates and prices stated in the priced Bill of Quantities in the *works* Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.
- 2 **NO PRICING is to be reflected / listed in any tender document other than in the Form of Offer and Bill of Quantities / Price List**

- 3 The tenders shall be completed in black ink only.
- 4 Tenderers shall give a clause by clause comment as to whether or not their tender complies. If not, how it differs from the specification(s). Failure to do so may preclude a tender from consideration.
- 5 Notwithstanding what is stated in Pricing Data, Tenderers are required to tender for all the areas quoted in the Bill of Quantities, if possible.
- 6 Transnet Freight Rail may conclude one or more contracts as a result of this tender.

"PREVIEW COPY ONLY"

## PART T2: RETURNABLE DOCUMENTS

"PREVIEW COPY ONLY"

## PART T2: RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:  
(Tender will be disqualified if all returnable documents and schedules are not returned)

#### 1 Returnable Schedules required for tender evaluation purposes

No	Returnable schedules (All are to be submitted)	Yes	No
1	Record of Addenda to Tender documents		
2	Certificate of authority for joint ventures (where applicable)		
3	Proposed amendments and qualifications		
4	Contractual Safety Clauses and Questionnaire		
5	RFP Declaration Form		
6	Annexure B - Non-Disclosure Agreement		
7	BBBEE Preference Points Claim Form		
8	Certificate of Acquaintance with RFP Documents		
9	Curriculum Vitae of key personnel		
10	Certificate of Attendance at Site/Clarification Meeting		
11	Compulsory Enterprise Questionnaire		
12	Schedule of Subcontractors		
13	Schedule of Plant and Equipment		
14	Schedule of the Tenderer's Experience		
15	Supplier Declaration form (version 7)		
16	Breach of Law Form		
17	RFP Clarification Form		
18	Supplier Code of Conduct		

## 2 Other documents required for tender evaluation purposes

No	Returnable Documents ( <u>All</u> are to be submitted)	To be included in the contract	
1	Safety Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E (See Draft)		
2	Comprehensive Environmental Management Plan, Risk Register and Business Continuity Plan. Risk register to cover identified risks associated with this project and accompanying risk mitigation measures		
3	Form of Intent to provide performance bond		
4	Certificate of Authority for Signatory (Resolution by Board)		
5	Approach paper and work plan (Programme and Method statements)		
6	Statement of compliance with requirements of the Scope of work		
7	Letter of Good Standing with the Compensation Commissioner		
8	Quality Assurance Plan		
9	Proposed Organization and Staffing including quantity of personnel to be trained in aspects of safety		
10	BBBEE rating certificate with detailed scorecard		
11	Certified Copy of CIDB certification		
12	Certified Copy of Financial Statements (for the past 3 years) including Balance sheets		
13	Certified Copies: Share Certificates; CK1; CK2		
14	Certified copies: Certificate of Incorporation; CM29; CM9		
15	Certified Copies: Identity Documents Shareholders/ Directors/ Members		
16	Cancelled Cheque		
17	Current and original Tax clearance certificate		
18	Vat registration certificate		
19	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy		

## 3 Other documents that will be incorporated into the contract

### 3.1 C1.1 Form of Offer and Acceptance



**3.2 C1.2 Contract Data (Part 1 and 2)**

**3.3 C2.2 Bill of Quantities / Price List**

CK1; CK2 – Registr of cc's  
Certif of Incorp; CM29; CM9 – for PTY's (CM9-Name Change)(CM29-Reg of Dir)

"PREVIEW COPY ONLY"

PREVIEW COPY

## T2.2 RETURNABLE SCHEDULES

- Record of Addenda to Tender documents
- Certificate of authority for joint ventures (where applicable)
- Proposed amendments and qualifications
- Contractual Safety Clauses and Questionnaire
- RFP Declaration Form
- Annexure B - Non-Disclosure Agreement
- BBBEE Preference Points Claim Form
- Certificate of Acquaintance with RFP Documents
- Curriculum Vitae of key personnel
- Certificate of Attendance at Site/Clarification Meeting
- Compulsory Enterprise Questionnaire
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Schedule of the Tenderer's Experience
- Supplier Declaration form (version 7)
- Breach of Law Form
- RFP Clarification Form
- Supplier Code of Conduct

## 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

## Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint venture.

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

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATURE
Lead partner		Signature..... Name..... Designation
		Signature..... Name..... Designation
		Signature..... Name..... Designation

## FOREIGN EXCHANGE RATE

### INFORMATION REQUIRED TO BE FURNISHED BY TENDERERS.

1. Particulars of the exchange rate on which prices are based:

\_\_\_\_\_ (Foreign currency) equals R \_\_\_\_\_ (South African currency)

**Note:** Tenderers who offer imported material shall base their tenders on the selling rate of exchange that ruling on the last working day of the month prior to the closing date of tenders.

2. The percentage of the tender prices which is to be remitted by the Tenderers from South Africa to another country is \_\_\_\_\_% of the f.o.b. /c. and f. /f.o.r. in bond price (delete those not applicable).

**Note:** (a) The percentage quoted above will be deemed to apply even though a portion only of the item(s) tendered for is accepted.

(b) Adjustment in respect of variation in exchange rate will be allowed only on the percentage of the tendered price quoted above.

3. The tendered price shall be computed at the rate of exchange stated by the Tenderer in paragraphs 1 and 2 above as applied to the percentage of the tendered price quoted.
4. Transnet Freight Rail will accept for its account, in respect of such percentage of the tendered price as will be affected by the rate of exchange, any variation between the rate mentioned in paragraph 1 above, and the rate ruling at the date when payment for the goods is made by Transnet Freight Rail; provided that if the Contractor is required to remit the whole or portion of the contract price to another country in payment for goods or portion thereof prior to receiving payment from Transnet Freight Rail, the date(s) of such remittance(s) shall be deemed to be the date(s) of payment by Transnet Freight Rail for the purposes of this paragraph.
5. In the absence of a specific indication by the Contractor at the time of tendering that the proviso to paragraph 3 will apply, it will be assumed that the Contractor desires the adjustment to be effected by reference to the date on which actual payment is made by Transnet Freight Rail.
6. (a) The Contractor shall, if so required, furnish documentary proof to establish that the percentage of the contract price specified by him in paragraph 2 has actually been remitted to another country and the rate of exchange at which that was done.  
(b) Whenever the Contractor is required to remit the whole or portion of the contract price, to another country as contemplated in the proviso to paragraph 2 above, he shall notify Transnet Freight Rail forthwith and furnish documentary evidence of such remittance and of the rate of exchange at which that was done.
7. Invoices in respect of goods supplied must reflect the amount remitted or to be remitted to another country and the amount to be retained in South Africa.

## CONTENTS

Document reference	Title: Construction of a secure brick and mortar building with concrete a roof	No of pages
<b>Part T1</b>	<b>THE TENDER</b>	
	<b>Tendering procedures</b>	
T1.1	Tender Notice and Invitation to Tender ➤ Suppliers Code of Conduct	9
T1.2	Tender Data	6
<b>Part T2</b>	<b>Returnable documents</b>	
T2.1	List of Returnable Documents	2
T2.2	Returnable Schedules	28
<b>Part C1.1</b>	<b>THE CONTRACT</b>	
	<b>CONTRACT DATA</b>	
	<b>Agreement and Contract Data</b>	
	Contractor's Offer and Employer's Acceptance	3
	Contract Data	4
	Pricing Instructions	2
	Price List	4
	Works Information	6
	Site Information	1
	Specifications	123
<b>Part C1.2</b>	<b>Adjudicator's Contract Data</b>	2
	<b>Secondary specifications</b>	50
	<b>Principal Controlled Insurance</b>	47



## PART T1: TENDERING PROCEDURES

"PREVIEW COPY ONLY"

8. The contractor shall take out forward cover for all imported materials and services within 14 days of award of the contract. Proof shall be submitted to the Project Manager/Manager in charge of the contract. The cost of forward cover shall be invoiced separate from the contract invoices and shall not be included in the tender price.

\_\_\_\_\_  
SIGNATURE OF TENDERER

DATE: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

ADDRESS:

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

## Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

"PREVIEW COPY ONLY"

### Curriculum Vitae of Key Personnel

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional registration number:</b>	
<b>Name of employer (firm):</b>	
<b>Current Position:</b>	<b>Years with the firm:</b>
<b>Employment record:</b> (list in chronological order starting with earliest work experience)	
<b>A. Experience record pertinent to required service</b>	
<b>Certification:</b>	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
<hr/> <i>[Signature of person named in schedule]</i>	<hr/> Date

## Certificate of Attendance at Clarification/Site Meeting/s

This is to certify that

\_\_\_\_\_ (Tenderer)

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

\_\_\_\_\_

was represented by the person(s) named below at the compulsory meetings held for all Tenderers on the dates listed below. We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of Company representative(s) attending the **CLARIFICATION MEETING**:

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_

Attendance of the above person/s is confirmed by the Employer's representative:

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_

Particulars of Company representative(s) attending the **SITE MEETING**:

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_

Attendance of the above person/s is confirmed by the Employer's representative:

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_



## Compulsory Enterprise Questionnaire

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

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

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

\*insert separate page if necessary

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

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

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

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:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;
- 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;
- 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
- 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

### Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

We confirm that all team supervisors of subcontractors who are contracted to control vegetation are registered as Pest Control Operators, specializing in the field of industrial weed control, in terms of Act 36 of 1947 (Farm Feeds Agricultural and Stock Remedies Act).

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

## Schedule of Plant and Equipment

The following are lists of major items of relevant Equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major Equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major Equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



### Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed

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

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

Tenderer \_\_\_\_\_

## RFP DECLARATION FORM

NAME OF ENTITY: \_\_\_\_\_

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 RFP 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 entity 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 declare that a family, business and/or social relationship exists / does not exist [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group.
6. If such a relationship exists, Respondent is to complete the following section:

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 will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet.]*

7. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
8. 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].
9. We further accept that Transnet reserves the right to reverse an award of business 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 hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

### IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R 5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net).
- For transactions below the R 5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.



## Annexure B

### NON-DISCLOSURE AGREEMENT

entered into by and between

#### **TRANSNET SOC LTD**

Registration Number 1990/000900/30

and

\_\_\_\_\_

Registration Number \_\_\_\_\_

## TABLE OF CONTENTS

1	INTERPRETATION .....	3
2	CONFIDENTIAL INFORMATION.....	4
3	RECORDS AND RETURN OF INFORMATION .....	4
4	ANNOUNCEMENTS .....	4
5	DURATION .....	5
6	PRINCIPAL.....	5
7	ADEQUACY OF DAMAGES.....	5
8	PRIVACY AND DATA PROTECTION.....	5
9	GENERAL.....	5

**THIS AGREEMENT is made between**

**Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]

whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

**and**

\_\_\_\_\_ **[the Company]** [Registration No \_\_\_\_\_]

whose registered office is at \_\_\_\_\_

**WHEREAS**

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

**IT IS HEREBY AGREED**

**1 INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
  - a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or
  - b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
  - c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by computer-readable medium.

## 2 CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and such Receiving Party will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

## 3 RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 (seven) days of receipt of a written demand from Transnet:
- a) return all written Confidential Information (including all copies); and
  - b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3b) above.

## 4 ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

## 5 DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 (five) years.

## 6 PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

## 7 ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

## 8 PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

## 9 GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

### WITNESSES:

1. \_\_\_\_\_

SIGNATURE(S) OF BIDDER(S)

2. \_\_\_\_\_

DATE: \_\_\_\_\_

## B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

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

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

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification

- certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.8 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

## 5. B-BBEE STATUS AND SUBCONTRACTING

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

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

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

### 5.2 Subcontracting:

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

If YES, indicate:

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

### 5.3 Declaration with regard to Company/Firm

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



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

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

#### 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(S) OF BIDDER(S)  
DATE: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

## CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY:

---

1. I/we

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
  - f) bidding with the intention of not winning the Bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

## BREACH OF LAW FORM

NAME OF ENTITY: \_\_\_\_\_

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 entity 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

RFP No: CRAC-HO-14476

TO: Transnet SOC Ltd

ATTENTION: The Secretariat, Transnet Freight Rail Acquisition Council [**TFRAC**]

EMAIL: Prudence.nkabinde@transnet.net

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_

\_\_\_\_\_

[illegible]

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

SIGNATURE OF RESPONDENT

## SUPPLIER CODE OF CONDUCT

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

- The Transnet Supply Chain Policy
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fairness, equity, transparency, competitiveness and cost effectiveness;
- The Public Finance Management Act [PFMA];
- The Preferential Procurement Policy Framework Act [PPPFA];
- The Broad-Based Black Economic Empowerment Act [B-BBEE]; and
- The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the 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 Company [SOC], 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.

a) *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

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

b) *Transnet is firmly committed to the ideas of free and competitive enterprise.*

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

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

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

### Conflicts of interest

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet. Examples include, but are not limited to:

- Transnet employees awarding business to entities in which their family members or business associates have an interest
- Transnet employees having a financial interest in a bidding entity

Bidding entities are required to disclose any interest/s which exist between themselves and any employee and/or Transnet Board member.

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

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

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

## BOND - RETENTION PERCENTAGE CHOICE

The amount of the Guarantee (Performance Bond / Surety) is to be calculated as **10% or 5%** of the tender price. The Contractor has the option of providing the guarantee of 10% and having retention money of 5% withheld or vice versa

I agree on the following arrangement regarding the above:

- 1) Guarantee / Bond / Surety: \_\_\_\_\_ %
- 2) Retention: \_\_\_\_\_ %

\_\_\_\_\_  
Signed  
(Tenderer)

"PREVIEW COPY ONLY"

## 7TRANSNET SOC LTD / CONTRACTORS / SUB-CONTRACTORS

### CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance with the mandatory provisions of the Act.

- 1) That the contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfil all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet SOC Ltd for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
  - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
  - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
  - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees.
  - 6.4 The site access control measures pertaining to health and safety to be implemented.
  - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet SOC Ltd on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the\* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet SOC Ltd.
- 10) The contractor shall furnish the\* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet SOC Ltd immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.



- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
  - 14.1 A risk assessment of all work carried out from an elevated position
  - 14.2 Procedures and methods to address all the identified risks per location
  - 14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
  - 14.4 The training of employees working from an elevated position.
  - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The contractor shall advise the \* Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet SOC Ltd of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 16) Copies of all appointments required by the act must be given to \* Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet SOC Ltd.
- 17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet SOC Ltd premises, shall be reported as prescribed. Transnet SOC Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet SOC Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet SOC Ltd premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet SOC Ltd premises.
- 20) Contractor to ensure its employees undergo medical surveillance as required by legislation
- 21) Contractor will be required to provide monthly safety performance reports and statistics
- 22) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 23) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

\*As applicable

## Tenderer OH & S Management System Questionnaire

This questionnaire forms part of TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's OH&S management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. **TFR will verify accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer OH&S Management System Questionnaire	Yes	No
<b>1. OH&amp;S Policy and Management</b>		
- <b>Is there a written company health and safety policy?</b> - If yes provide a copy of the policy		
- <b>Does the company have an OH&amp;S Management system e.g NOSA, OHSAS, IRCA System etc</b> - If yes provide details		
- <b>Is there a company OH&amp;S Management System, procedures manual or plan?</b> - If yes provide a copy of the content page(s)		
- <b>Are health and safety responsibilities clearly identified for all levels of Management and employees?</b> - If yes provide details		
<b>2. Safe Work Practices and Procedures</b>		
- <b>Are safe operating procedures or specific safety instructions relevant to its operations available?</b> - If yes provide a summary listing of procedures or instructions		
- <b>Is there a register of injury document?</b> If yes provide a copy		
- <b>Are Risk Assessments conducted and appropriate techniques used?</b> - If yes provide details		

<b>3. OH&amp;S Training</b>		
Describe briefly how health and safety training is conducted in your company:		
<ul style="list-style-type: none"> <li>- Is a record maintained of all training and induction programs undertaken for employees in your company?</li> <li>- If yes provide examples of safety training records</li> </ul>		
<b>4. Health and Safety Workplace Inspection</b>		
<ul style="list-style-type: none"> <li>- Are regular health and safety inspections at worksites undertaken?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Is there a procedure by which employees can report hazards at workplaces?</li> <li>- If yes provide details</li> </ul>		
<b>5. Health and Safety Consultation</b>		
<ul style="list-style-type: none"> <li>- Is there a workplace health and safety committee?</li> </ul>		
<ul style="list-style-type: none"> <li>- Are employees involved in decision making over OH&amp;S matters?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Are there employee elected health and safety representatives?</li> <li>- Comments</li> </ul>		
<b>6. OH&amp;S Performance Monitoring</b>		
<ul style="list-style-type: none"> <li>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Are employees regularly provided with information on company health and safety performance?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Is company registered with workmen's compensation and up to date?</li> <li>- If yes provide proof of letter of good standing</li> </ul>		
<ul style="list-style-type: none"> <li>- Has the company ever been convicted of an occupational health and safety offence?</li> <li>- If yes provide details</li> </ul>		

## Safety Performance Report

### Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

**DIFR = Number of Disabling injuries x 200000 divided by number of man hours worked for the period**

\_\_\_\_\_  
Signed  
(Tenderer)

## CONTRACT DATA

- Statements given in all contracts**
- The *contract between the Parties* is **To be advised**.....
  - The *period of retention* is ...**N/A**..... weeks.
  - The *law of the contract* is the law of **the Republic of South Africa**
  - The *language of this contract* is **English**.....
  - The amount of the advanced payment is **N/A**.....
  - The Adjudicator's *fee* is...**To be advised**.....per hour.
  - The *interest rate* is **2%** per annum above the prime lending rate of the **Standard Bank of South Africa Ltd.**
  - The *currency of this contract* is **ZAR**.....
  - The Adjudicator's appointment terminates on **(To be advised)**.....

- Optional statements**
- If the period for payment of invoices is not three weeks**
- The period for payment of invoices is **.four**.....weeks.

**If additional conditions of contract are required**

- The *additional conditions of contract* are  
**To be advised** .....  
.....  
.....  
.....

**PART C1**  
**AGREEMENT AND CONTRACT DATA**

"PREVIEW COPY ONLY"

## Contract Data

The *Employer* is

Name Transnet SOC Ltd trading as Transnet Freight Rail  
Address 49<sup>th</sup> Floor Carlton Centre, 150 Commissioner Street, JHB, 2000  
Telephone 011 773 8005..... Fax 011 773 7717 .....  
E-mail address Lindani.Langa@transnet.net

The *works* are Construction of a secure brick and mortar building with a flat concrete roof..

The *site* is Dannhauser and Umbulwana

The *starting date* is as soon as possible

The *completion date* is not later than 4 months after the contract has been concluded

The *period for reply* is 2 weeks.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 4 weeks.

The *delay damages* are R5,000.00 per day.

The *assessment day* is the Last day of each month.

The *retention* is 100% until completion of the first installation and 10% thereafter

Does the United Kingdom Housing Grants, Construction and  
Regeneration Act (1996) apply? No



## Contract Data

The interest rate on late payment is **2 (Two) % per annum above the prime lending rate of the Standard Bank Limited** as determined from time to time.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's*

property in excess of R 25,000.00..... for any one event.

The *Employer* provides this insurance as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The minimum amount of cover for the third insurance stated in the

Insurance Table is To the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The minimum amount of cover for the fourth insurance stated in the

Insurance Table is To the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The *Adjudicator nominating body* is Association of Arbitrators (Southern Africa)

The *tribunal* is Arbitration

If the *tribunal* is arbitration, The Rules for the conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) by an Arbitrator to be mutually agreed by the Parties, and failing agreement to be appointed by the Association of Arbitrators.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions

### 1. PERSONNEL REQUIREMENTS

- 1.1. The *Contractor* must confirm that an Engineer, fully conversant with the current practices relating to railbound measuring systems in South Africa is in on the *Contractor's* establishment and will be involved in the contract when required. The name and qualifications of the Engineer at the date of submission of the tender must be stated by the *Contractor*.
- 1.2. The *Contractor's* project manager for the project shall have experience in railway measuring systems and shall be fully conversant with the current practices relating to railbound measuring systems in South Africa. The names and qualifications of the project manager together with full details of his experience in this field of work, must be furnished.
- 1.3. The *Contractor* shall have suitably qualified supervisors in charge of this project. The names and qualifications of the supervisors together with full details of their experience in this field of work, must be furnished. All supervisory staff shall be in direct employment of either the *Contractor* or his sub-contractor, subject to the sub-contractor being an approved *Contractor* for the relevant type of work.
- 1.4. The *Contractor* must note that any member of Transnet's personnel associated with this project is responsible for inspection only and will not render any assistance, except at the instruction of the Employer.
- 1.5. If a portion of the contract work covered by the specifications will be done on existing assets, personnel of Transnet will supervise such work. The prevention of faults on existing equipment is essential.

### 2. REPORTS ON FAULTS AND FAILURES

- 2.1. The *Contractor* shall inform the Employer of the names and addresses and telephone numbers of his personnel to be called in emergencies. The *Contractor* will be responsible for seeing that one or more members of his personnel are available on call at all times to receive fault or failure reports.



- 2.2. Members of the *Contractor's* personnel shall, while on call, keep the duty personnel in the Employers Control Office informed of their movements in order that they may be contacted without delay in case of an emergency.
- 2.3. The *Contractor* shall keep the Employer and the duty personnel of the Control Office informed of the names of members of his personnel who will be available to receive calls during specific periods.
- 2.4. The *Contractor* will be held responsible and accountable for any delays to the train service that he may cause during the contract period.

### 3. SAFETY REGULATIONS

#### 3.1. High voltage electrical equipment

- 3.1.1. All works shall be carried out in terms of the E7/1 Specification.
- 3.1.2. The attention of the *Contractor* is drawn to the possibility of "live" electrical overhead wires or underground cables existing in the area covered by this contract and the danger of coming in contact with such wires or piercing underground electrical cable, during excavations.
- 3.1.3. When doing installations or working on existing equipment in the vicinity of high voltage equipment, the *Contractor* must take the necessary precautionary measures to safeguard his personnel against injury. The *Contractor* must consider all equipment as "live", notwithstanding any safety measures introduced into the system to reduce induced stray voltages to a safe level.
- 3.1.4. All personnel under the control of the *Contractor* must be made aware of the danger of "live" electrical wires and cables as well as induced stray voltages into cables and equipment before a commencement is made with the work.
- 3.1.5. During installation all safety measures prescribed by the Machinery And Occupational Health and Safety Act, 1993 associated with working on a project of this nature shall be adhered to and particular attention shall be given to the storage of inflammable materials and the use of naked flames or other fire hazard operations.
- 3.1.6. Special care shall be exercised when welding or flame cutting operations occur and *Contractors* are required to provide suitable fire fighting equipment at close hand to these operations.
- 3.1.7. For the application of the Occupational Health and Safety Act, 1993 the site and works shall be deemed to be under the *Contractor's* control for the duration of the contract and any subsequent maintenance period during which work is taking place. The *Contractor* shall be regarded as the employer and shall be responsible for ensuring that the requirements of the Act and the regulations are implemented on the work site.
- 3.1.8. Where referred to "Machinery and Occupational Safety Act 1983 (Act 6 of 1983)" in any specification or condition, forming part of this tender/contract, it must be replaced by "Occupational Health and Safety Act 1993 (Act 85 of 1993)".
- 3.1.9. The *Contractor* shall provide the necessary number of suitable first aid outfits, one set in the camp and one set at each working team. He shall maintain these outfits fully equipped at all times.
- 3.2. Access to sites and buildings
  - 3.2.1. The *Contractor* will be given access to the various equipment sites and such entry permits and keys as are considered necessary by the Employer.
  - 3.2.2. Access to site will generally be via public and/or Transnet service roads. Any additional access required by the *Contractor* to the worksite shall be provided by him at his own cost and removed on completion of the work and re-instated to its original condition. Written approval from the Employer must be obtained before any access is constructed.

### 3.3. Occupations

3.3.1. Where safety of trains is affected by the work in progress, the Employer will provide personnel to supervise the protection of trains. The *Contractor* must provide protection of his personnel where they would be subjected to the danger of passing trains.

3.3.2. The wearing of reflective clothing is compulsory while moving on or near railway lines.

### 3.4. Damages consequent to the neglect on the part of the *Contractor*

3.4.1. The *Contractor* will be held responsible for costs incurred by the Employer as a result of failure on the part of the *Contractor* or his personnel, to observe the security regulations of Transnet regarding the entry of personnel into all buildings or equipment sites, and such costs will be decided by Transnet.

3.4.2. Repair costs due to damage to Transnet property by the *Contractor* and/or his staff will be for the account of the *Contractor*.

### 3.5. General

3.5.1. The *Contractor* shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the *Contractor's* cost, and which shall be deemed to have been allowed for in the tendered rates and prices.

3.5.2. In accordance with the safety case between the Employer and the *Contractor*, the *Contractor* shall, in particular, comply with the following Acts: -

(1) The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

(2) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or unrepealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety. The *Contractor* is, in terms of section 37(2) of Act no. 85, deemed to be an employer in his own right with duties as prescribed in the said Act, and agrees to ensure that all work will be performed, and machinery and plant used, in accordance with the provisions of the said Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and staff under his control in terms of the contract. According to section 37(2) (Act 85 of 1993) the agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.

(3) The Explosives Act No. 26 of 1956 (as amended): The *Contractor* shall, when applicable, furnish the Employer with copies of the permits authorising him or his employee to establish an explosives magazine on or near the site, and to undertake blasting operations in compliance with the Act.

3.5.3. The *Contractor* shall report all accidents in writing to the Technical Officer. Any accident resulting in the death of or injury to any person on the Works shall be reported within 24 hours of its occurrence, and any other accident shall be reported within 48 hours of its occurrence.

3.5.4. For the purpose of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or unrepealed regulations issued in terms of the former Act no. 6 of 1983, the site/s, to be demarcated as agreed to between the *Contractor* and the Employer before the works start, will be transferred to the control of the *Contractor* for the duration of the contract work at each site.

(1) Registration of the site with the Occupational Health and Safety Act No. 85 of 1993 (Act 85 of 1993) must be done by the *Contractor* in consultation with the Employer or his authorised delegate on behalf of Transnet.

- (2) Should the *Contractor* occupy a site under the control of Transnet, he shall not be responsible for the safe working method of Transnet. The representative appointed by Transnet shall nevertheless attend all site safety meetings called for in terms of this Act.
  - (3) The representative must hand in copies of the minutes of these meetings to the Employer. These meetings will be monitored and should action be required the necessary steps will be taken to rectify the problems.
  - (4) Copies of the agreement between the *Contractor* as Employer and his employees as envisaged by Section 37(2) of the Occupational Health And Safety Act No. 85 of 1993. (Act 85 of 1993) must be supplied by the successful *Contractor* before work commences.
  - (5) The *Contractor* must provide a safety case as an agreement or promise by one party using or operating on the assets of the other party.
- 3.5.5. All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the Employer to the appropriate remedies.
- 3.5.6. Refer to Specification E.4E: Safety Arrangements and Procedural Compliance with the Occupational Health & Safety Act No 85 of 1993 bound into the tender document. *Contractors* must allow in their tender rates and prices for adherence to the laid down procedure. Non-compliance with the procedure will be construed as a breach of contract.
- 3.5.7. The *Contractor* shall comply with the specification for Works on, over, under or adjacent to railway lines and near high voltage equipment -E7/1 (April1991), if included in the contract. He shall also comply with all other safety rules, regulations and guidelines of Transnet applicable to the nature of Works carried out under the contract, and shall obtain the particulars thereof from the Employer.
- 3.5.8. The *Contractor* shall indemnify Transnet against any claims or damages arising out of the *Contractor's* non compliance with the provisions of this clause 4.5.

#### 4. SECURITY

- 4.1. The *Contractor* shall be responsible for providing security on site for his personnel, plant and material. Deployment of security personnel shall be arranged in consultation with the Technical Officer subject to the applicable Transnet regulations.
- 4.2. In terms of clause 12(1)(a) Annexure 1 of the SATS Legal Succession Act (Act No. 9 of 1989), a special permit is required by any person carrying a firearm on premises owned or controlled by Transnet or the South African Rail Commuter Corporation.

#### 5. PLANS AND DOCUMENTS: OWNERSHIP, COPYRIGHT AND STANDARDS

- 5.1. The *Contractor* hereby grants to Transnet a nonexclusive licence, in accordance with the provisions of section 22 of the Copyright Act 1978,
  - (1) to copy any document/calculation compiled/done by the *Contractor* in connection with the WORKS,
  - (2) to make free and unrestricted use thereof for its own purposes, modify some or having it modified by a third party for any reasons,
  - (3) to provide copies thereof to a third party (*Contractors* or consultants) of Transnet to be used by them for the purposes of tendering or consultancy.
- 5.2. Subject to the provisions of clauses 1.46 to 1.49 of the Works Information, the *Contractor*, furthermore, if any such document/calculation by any principal or subcontractor of the *Contractor*, is used in connection with the Works, shall cause such principal or subcontractor to grant to Transnet a similar nonexclusive licence for the purposes set out herein. The provisions of this clause shall not apply to documents made, in the case of equipment to be supplied, in connection with the manufacturing process of the equipment supplied but only to the equipment supplied itself.

- 5.3. No separate or extra payment shall be due by Transnet in respect of any non-exclusive licence granted in terms of this clause.
- 5.4. All documents generated or supplied on this contract shall comply with Spoornet specification CSE-1159-001, category X48, issue 1 (March 1994).

**6. INSURANCE COVER**

- 6.1. Transnet SOC Ltd will effect and pay for insurance cover as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.
- 6.2. The terms of the "Principal Controlled Insurance Policy" is negotiated by Transnet each year, therefore, the conditions of the policy embodied in this tender enquiry/contract is valid only for the period as stated in the policy. In the event of an occurrence that may arise during the course of a contract the rates/conditions of the latest policy i.e. applicable at date of occurrence, shall apply.

"PREVIEW COPY ONLY"

## Contract Data

### The *Contractor's* Offer

The *Contractor* is

Name .....

Address .....

Telephone ..... Fax .....

E-mail address .....

The percentage for overheads and profit added to the Defined Cost for people is ..... %.

The percentage for overheads and profit added to other Defined Cost is ..... %.

The *Contractor* offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the  
Prices is .....

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name .....

Position .....

Signature ..... Date .....

### The *Employer's* Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Employer*

Name .....

Position .....

Signature ..... Date .....



## Contract Data Pricing Instructions

1. *Contractors* shall provide separate schedules to at least the level of detail below:

1.1 Material

- (1) Enclosure
- (2) Equipment cabinets
- (3) Computers/processors
- (4) Electronic cards
- (5) Tag readers
- (6) Load sensors
- (7) Power cable
- (8) Instrumentation cable
- (9) UPS
- (10) Earthing
- (11) Lightning & surge protection
- (12) Software
- (13) GPRS modem
- (14) Recommended spares for maintenance.
- (15) All other material.

1.2 Labour

- (1) Installation. Unit labour rates for each material group must be shown separately.
- (2) Trenching, troughing and cable laying. Unit material and labour rates must be shown separately.
- (3) Day work rates. Hourly rates for each grade, km rate and hourly rate for plant and equipment must be shown separately.

1.3 Software

1.4 Drawings

1.5 Documentation

1.6 Training

1.7 Testing and commissioning.

1.8 Recommended spares (option)

1.9 Recommended test equipment (option)

1.10 Training (option)

## Contract Data Price List

Entries in these columns in this Price List are to be made by Tenderer.

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

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

[illegible]

## Contract Data Works Information

### 1. Description of the works

#### Scope

- 1.1. The contract comprises the planning, supply, installation and commissioning of 2 in-motion weighbridges of which one will be installed at City Deep and one at Kings Rest.
- 1.2. The weighbridge comprises a site installation on the permanent way complete with trenching, cabling, equipment enclosures, lightning and surge protection and all other necessary equipment.

#### Performance

- 1.3. The weighbridge shall be able to automatically (i.e. without an operator present) weigh individual wagons whilst in motion, at an accuracy of OIML class 2, initial verification accuracy, as specified in regulation R106-1 of 1997 (or latest). Under this can be understood that during in-motion tests with a test train, the maximum permissible error on 90% of the number of wagons on the test train during any test run is 1%. The maximum permissible error for the remaining wagons, which may not exceed 10% of the total amount of wagons in the test train, is 2%. This accuracy is applicable for speeds from just in motion up to the maximum operating speed on the specific site.
- 1.4. The weighbridge shall comply with Spoornet specification No. BBC7593 with the exception that accuracy that meets the SABS requirements for commercial in-motion weighing as stated in paragraph 5.1.1 will not be required.
- 1.5. The *Contractor* shall state all known constraints to the effective operation of their weighbridge not otherwise covered in this and associated specifications.

#### Communication

- 1.6. The weighbridge shall include a GPRS modem to communicate its data as specified in BBC7593 to the ITCMS at the control office.
- 1.7. The *Contractor* shall provide detail on the protocol for and content of communication between the weighbridge and the ITCMS, within the constraints of specification BBC7593.

#### Calibration

- 1.8. The weighbridge shall be calibrated on commissioning and maintain the specified accuracy for a minimum period of at least 12 months unless the ballast has been disturbed (e.g. by a ballast tamper or sifting machine).

#### Enclosure

- 1.9. The *Contractor* shall supply a suitable enclosure to contain the equipment (excluding the rail-mounted equipment). The enclosure shall preferably be a concrete cubicle (similar to the Rocla cubicles used for signalling equipment between Mount Vernon and Cato Ridge).
- 1.10. The enclosure shall be weatherproof and resistant to vandalism, fire and corrosion. It shall be erected or placed at a level higher than the surrounding area in a manner which minimises the possibility of flooding as a result of rain, hail or snow. It shall be equipped with a sturdy lockable door (lockable at top, bottom and middle), adequate ventilation (with or without extractor fan) and adequate measures to prevent ingress of birds and rodents. The standard IP rating shall be at least IP 56.
- 1.11. If forced ventilation is required, it shall be by means of an extractor fan through dust filters.
- 1.12. If the system requires an air-conditioned environment, then a dual air conditioning system and adequate measures to prevent ingress of birds and rodents shall be provided. The air conditioning system must function in such a way that only one unit is working at a time and that automatic switching between the units takes place at preset intervals.
- 1.13. The enclosure shall be equipped with a light suitable for maintenance purposes and with a 15A power socket.



1.14. The enclosure shall have enough space to allow access to all parts of the equipment necessary for maintenance. Adequate space shall be made available for communication equipment, e.g. a modem and/or flexmux.

1.15. The *Contractor* shall provide an electrical Certificate of Compliance for each enclosure.

#### **Power supply**

1.16. The incoming power supply will be single phase only with nominal voltage 230V at 50Hz. This will not be an uninterruptible supply.

1.17. The voltage fluctuation which can be expected ranges from +8% to -23% from nominal. Total harmonic distortion of up to 40% can be expected, as indicated in Appendix B.

1.18. All equipment directly connected to the external supply or susceptible to transients originating from the external supply shall be capable of operating normally without suffering damage with the supply as specified.

1.19. The *Contractor* shall supply and install the power supply cable from the designated termination point at the H-mast, switching structure or termination cabinet provided by Transnet Freight Rail to the enclosure. In DC electrified areas the screen of the power cable shall not be connected to the switching structure or termination cabinet, but shall be isolated from it by means of an approved "block joint". Any conductive protection pipe for the cable shall also be isolated from the structure. Refer to the schematic diagram of a typical power supply step-down point in Appendix A.

1.20. In addition to the lightning protection required for the AWIMS in terms of specification BBC7593, the *Contractor* shall provide adequate lightning protection on the incoming power supply.

1.21. The *Contractor* shall supply a suitable uninterruptible power supply (UPS). The UPS shall utilise a true online topology i.e. connected loads are isolated from irregularities of the main supply without interruption and are supplied from the UPS. The UPS shall have a battery standby period of at least 4 hours at full load.

1.22. The quality of UPS output will be in accordance with South African Bureau of Standards publication No. NRS 048-2:1996 ("Electricity Supply – Quality of Supply") Part 2. Note that the quoted SABS publication is not attached to the specification. *Contractors* are expected to source their copy from the SABS.

1.23. The *Contractor* shall specify in his tender the total power rating required at each site. This rating shall include provision for illumination and for tools and instruments required during maintenance and calibration.

#### **Installation**

1.24. The *Contractor* shall be responsible for the entire installation, including the enclosure, power equipment, cables, sensors, etc. Clearing of the site and earthworks (where required) at the site shall be done or arranged by the *Contractor* and shall be included in the contract.

1.25. The installation shall comply with the standards specified in specification CSE-504/7.

1.26. Installation shall be according to the approved drawings, applicable specifications and standards.

1.27. The *Contractor* shall supply all track equipment necessary for the successful functioning and protection of the weighbridge including trackside monitoring equipment, gauges, sensors and protection plates.

1.28. Track equipment must be installed as indicated on the approved equipment layout drawing from the supplier and the site and enclosure layout.

1.29. Trenching and cable laying shall be to Specification CSE-516/1 (January 1985). The Technical Officer must inspect and approve the cable trench before closure. All trench depths must be 800mm and slabbed. Danger tape is to be provided 110 mm above the slabs.

1.30. In the event of the *Contractor* wanting to make use of sub-contractors for cable laying and trenching, these sub-contractors must be nominated from Transnet's approved list. This list is confidential and for information of the main *Contractor* only. The list shall not be distributed to any trenching and cable laying sub-contractor.

- 1.31. The Contractor must provide for all the tail cables, trenching, pipe crossings, jointing, termination and testing of equipment cables. Screened cable shall be used where appropriate.
- 1.32. Cables supplied must conform to equipment specification and industry standards approved by Transnet Freight Rail.
- 1.33. The Contractor must provide sand, stone, cement and GI piping where needed to protect cables.
- 1.34. Cables must be properly secured in hydraulic hosing, cable flex or GI pipes as specified.
- 1.35. All the cabling is to be buried. No cable markers are to be provided.
- 1.36. Cable entry pipes shall be provided for cables entering the enclosure.
- 1.37. Cable termination at track side as well as in the enclosure shall be to industry standards approved by Transnet Freight Rail.

**Earthing, lightning and surge protection.**

- 1.38. The Contractor shall supply and install earthing and protection in accordance with requirements specified in specification BBB3235.

**Testing and commissioning**

- 1.39. The Contractor shall supply a proposed acceptance test procedure in his tender.
- 1.40. Testing, commissioning and handing over of the works shall be done in accordance with the procedure documented in specification BBB3609.

**Maintenance**

- 1.41. The Contractor gives the undertaking that all parts, calibration details and any other information and/or items that may be required for the maintenance, calibration and repair of the weighbridge will be made available at ruling market prices to TFR and to repairing or servicing agents in the industry.
- 1.42. The Contractor shall include in his tender the prices of all parts, software, documentation, test equipment and any other items that will be required for the repair and maintenance of the weighbridge under normal as well as abnormal conditions (e.g. direct lightning, derailments, theft and vandalism).
- 1.43. The Contractor shall supply a recommended list of spares and test equipment that will be required to repair and maintain the weighbridge under normal conditions.
- 1.44. The cost for recommended spares and test equipment to be tendered separately with unit rates shall be included in the tender as optional items.
- 1.45. The Contractor must give detail (e.g. tasks and frequencies) of inspections, monitoring actions and services that are required to ensure operational readiness of the weighbridge for at least 98% of the time under normal conditions.

**Software**

- 1.46. The Contractor must indicate in his tender:
  - 1.46.1. Whether he is the owner of the copyright of the software.
  - 1.46.2. If not the owner, what the nature of the license is in terms of which he operates and provide details of the license terms and conditions.
- 1.47. Notwithstanding whether the Contractor is the owner of copyright or has a valid license he must indicate:
  - 1.47.1. The conditions in terms of which Transnet will be able to use the software;
  - 1.47.2. The nature of the license; and
  - 1.47.3. The cost thereof per annum if applicable.
- 1.48. The Contractor must indicate the maintenance cost of the license and the period.
- 1.49. The Contractor must indicate whether he is willing to conclude an escrow agreement in respect of the source code of the software.

### Training

- 1.50. The Contractor will be required to train a minimum number of personnel in the operation, maintenance and faultfinding on all equipment supplied and installed. The training should be completed prior to the testing and commissioning of the installation. This must be agreed to prior to the submission of the tender.
- 1.51. Details of training offered is to be submitted with the tender.
- 1.52. The cost per person, per day and duration of courses to be tendered separately with unit rates shall be included in the tender as an optional item.
- 1.53. The Contractor must be prepared to do further training in the future as and when required at reasonable rates to be negotiated when required.
- 1.54. All courses shall be presented in English. Comprehensive student notes shall be prepared in English and issued to all students attending the courses presented by the Contractor.
- 1.55. (See Pricing Instructions)
- 1.56. Separate schedules shall be provided for each country of origin.
- 1.57. Unit rates and suppliers shall be stated.
- 1.58. The contractor shall quote a firm price (i.e. not subject to escalation) in his tender.
- 1.59. The contractor shall take out forward cover for all imported materials and services within 14 days of award of the contract.
- 1.60. No claims for compensation for foreign exchange fluctuation will be considered other than the forward cover specified in section 1.58.

### Compliance statements

- 1.61. Additional to the requirements specified in the Notice to Tenderers, Tenderers shall give a clause by clause comment on whether or not their quotation complies with the Works Information.
- 1.62. A clause by clause statement of compliance must be submitted for specification BBC7593.
- 1.63. For other primary specifications a clause by clause comment is not required. Compliance shall be stated as follows:
  - 1.63.1. Full compliance with the specification shall be indicated with a clear statement stating full compliance with the specification and all relevant requirements of the secondary specifications.
  - 1.63.2. If there is any clause in the primary specification or relevant clause in a secondary specification with which the Tenderer does not comply or on which he wishes to comment, he shall indicate full compliance with the specification and all relevant requirements of the secondary specifications excluding certain clauses. The Tenderer shall then provide a clause by clause comment on every excluded clause.
- 1.64. Separate statements of compliance with secondary specifications are not required, since compliance with the relevant clauses must be integrated in the statement of compliance with the primary specifications.

## 2 Drawings

- 2.1 The Contractor shall perform a survey of each selected site and prepare a site layout drawing for approval. No installation shall commence before these drawings have been approved.
- 2.2 The Contractor shall prepare installation drawings for approval. No installation shall commence before these drawings have been approved.
- 2.3 The Contractor shall provide detailed as built drawings for each site on completion of the installation.
- 2.4 All drawings shall comply with specification BBB0041.

## Contract Data Works Information

### 3 Specifications

- 3.1 The Contractor must comply with the standards and specifications as listed in Table 1.
- 3.2 The following definitions shall apply in this contract:
- 3.2.1 A "**primary specification**" is a specification or document directly referred to in the Works Information.
- 3.2.2 A "**secondary specification**" is a specification referred to in one or more of the primary specifications or other secondary specifications.
- 3.3 Where "South African Railways and Harbours Administration" or "South African Transport Services" or "Spoornet" or abbreviations thereof appears in any specification, standard or other document referred to in this tender/contract document, it must be read as "Transnet SOC Ltd trading as Transnet Freight Rail".
- 3.4 Wherever the words "Chief Engineer, Signal & Telecommunication" appear in these documents, please treat as void.

Description	Number	Category	Issue/ Version	Date

**Table 1 – Standards and specifications for the planning, supply, installation, testing and commissioning of in – motion weighbridges**

#### **4 Constraints on how the Contractor Provides the Works**

- 4.1 The work at City Deep must preferably be completed before the work at Kings Rest begins.
- 4.2 The Contractor shall be responsible for locating and protecting existing services. The position of existing services as shown on drawings is only approximate. Services other than that shown on the drawings may be pointed out to the Contractor and the Contractor shall take responsibility to protect them in the same way as those shown on the drawings. Damage to any service shown on the drawings or pointed out to the Contractor shall immediately be reported to the Employer who will arrange for its repair.
- 4.3 Permission to connect to any existing service, on a temporary basis, must be obtained from the Employer.

#### **5 Requirements for the programme**

- 5.1 The contractor must submit in his tender a detailed programme of work, including all stages and clearly indicating milestones. Anticipated delivery of batches of material shall be included.
- 5.2 The program must show at what stage the services and other things (e.g. approval of drawings, site access, occupations, etc.) to be provided by the Employer will be required.
- 5.3 The intended use of the works at completion is to verify the declared mass of container traffic and to raise an alarm when safety limits are exceeded.

#### **6 Services and other things provided by the Employer**

- 6.1 The following will be provided:
  - 6.1.1 SIM cards for the GPRS modems.
  - 6.1.2 Single phase 220V mains power supply.
  - 6.1.3 Test train for calibration.

**Date by which it will be provided**

As stated in the program to be provided by the Contractor

## Contract Data

## Site Information

The site locations are:

1. City Deep – next to the overhead mast pole number RML5/24, approaching signal JUP24 at a distance of approximately 1 Km from signal JUP24.
2. Kings Rest – underneath the road over rail bridge between Durban Container Terminal (DTC) and Kings Rest marshalling yard.

Contractors are required to visit and examine each site before they tender.

The exact position will be pointed out by the Employer's representative during the site visits.

"PREVIEW COPY ONLY"



## SCHEDULE OF DEVIATIONS

### Note:

1. To be completed by the Employer prior to award of contract. This part of Contract Data 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.
4. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties become an obligation of the contract, shall also be recorded here.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing the offer and acceptance, 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 the Contract shall have any meaning or effect in the contract between the parties arising from this Agreement.

**PART C1.4:  
ADJUDICATOR'S CONTRACT DATA**

"PREVIEW COPY ONLY"



## Occupational Health and Safety Plan

Company name: \_\_\_\_\_

Project name: \_\_\_\_\_

Includes Environmental, Occupational Health and Safety and Quality Management (SHEQ)

### CONTENT

1. Project Details
2. Policy Statement
3. Objectives
4. Common Vocabulary
5. Legislation
6. Statutory Obligations
7. Project Management
8. Incident Management
9. Logbooks and Registers
10. Risk Management
11. Education and Training
12. Emergency Planning – Evacuation plan
13. Environment
14. Ergonomics
15. Health and Safety Communications
16. Safe working procedures
17. Personal Protective Equipment and Clothing
18. Project security
19. Implementation Costs

**Title.**

**Occupational Health and Safety Plan**

This health and safety plan has been prepared in term of the Occupational Health and Safety Act 1993 (Act No 85 of 1993) and Regulations Construction Regulation 5. (1).

This Health and Safety Plan will be revised as and when additions, alterations etc are communicated to us by the Client, his Agent or the Architect / Designer or the conditions of the contract dictate.

**1. PROJECT DETAILS**

**1.1. Project Name:**

Physical address:

Contact Details:

Client name:

Postal address:

P O Box

Contact person - Name:

Contact No:

Telephone –

Facsimile –

Cellular No:

Email

**1.2. Agent:**

Company name:

Postal address:

Contact person - Name:

Contact No:

Telephone –

Facsimile –

Cellular No:

Email

**1.3. Architect.**

Company name:

Postal Address:

P O Box

Contact person:

Postal address:

P O Box

Contact No:

Telephone –

Facsimile –

Cellular:

Email:

**1.4. Principle Contractor**

Company name:

Postal Address:

P O Box

**1.4.1. Project Manager.**

Name:

Contact No:

Telephone –

Cellular:

Assignee Sect 16(2)

Facsimile

Email

**1.4.2. Construction Work Supervisor:**

Name:

Contact No:

Telephone

Cellular telephone No:

Construction Regulation 6. (1)

Facsimile

**1.5. Scope of work**

Doors

Electrical installation – re-wiring

Glazing

Granite tops

Plastering

Plumbing and drainage

Shop fittings

Softs, curtains etc

Tiling

**NB Where there is construction work in progress with other personnel in the immediate vicinity activities must be co-ordinated by the Principle Contractor and the other Contractors.**

1.6. Duration of contract:                      Start –                      Expected completion –

1.7. Emergency Telephone Numbers:

An emergency telephone number list should be prominently displayed adjacent to the telephone  
The contents of this list is flexible and the following is given as a guide –

#### EMERGENCY TELEPHONE NUMBERS

Service	Name	Business	After Hours
i Ambulance:			
ii Doctor:			
iii. Hospital:			
iv. Fire Department:			
v. S.A. Police Services:		10111	
vi. Department of Labour:			
vii. Compensation Insurer			
vii.a COID – Commissioner			
vii.b. FEMA			
Project Manager:			
Safety Advisors:			
Telephone			
Facsimile			
Email			

## 4. TECHNICAL SPECIFICATIONS

### 4.1 GENERAL

- 4.1.1 The *Contractor's* tender must provide for all transport, labour, and material requirements to do the work.
- 4.1.2 The *Contractor's* tender must provide for the transport and delivering of removed doors to the Maintenance Manager, as indicated in 1.1.
- 4.1.3 The specification included in this document shall be strictly adhered to.

### 4.2 HEAVY DUTY RELAY ROOM DOORS

- 4.2.1 **Door thickness** : The overall door thickness must not be less than 85mm. This includes a fire pan, locking case and outer door plate.
- 4.2.2 **Outer door plate** : The outer door plate must be manufactured of mild steel plate at least 6mm thick.
- 4.2.3 **Door frame** : The door frame must be manufactured of 80mm x 80mm x 8mm angle iron and must be installed in such a way that rodents and snakes cannot enter the building (vermin proof). The door frame shall be secured to the wall using a minimum of six grip plugs. The slots for the locking pins shall align automatically with the locking pins from the safe door when the door is closed. The gap between the door frame and the door shall not exceed 5mm.
- 4.2.4 **Padlock facility** : Provision must be made for Transnet Freight Rail to fit its own security padlock. The facility must have a hole size of at least 20mm.
- 4.2.5 **Locking mechanism** : Each key operated door shall be fitted with one 7(seven) Lever high security safe lock and they must be keyed the same(i.e. same key unlocks all the doors). The key hole must be covered by a movable disc. All key operated locks shall be operated by using Transnet Freight Rail specified keys. TFR shall supply copies of each key (i.e one for Relay rooms and one for Telecommunication room) to the successful tenderer(s).  
  
Each of the keys mentioned in this clause shall be able to operate locks on all designated sites i.e the Relay room key shall operate all locks fitted on Relay rooms with this Contract, so shall the Telecommunication room site keys.  
  
A design for the proposed lock shall be submitted with the Tender for consideration.  
  
Anti tamper facilities shall be provided for all the locks installed and the design shall be submitted with the Tender.
- 4.2.6 **Locking bolts** : Each door must be fitted with at least 8(eight) , dia 40mm locking bolts. Four of these shall be fixed back bolts and the other four shall be movable front bolts.
- 4.2.7 **Opening mechanism** : Opening of doors will be with a removable T-handle, the same as the existing relay room heavy duty doors. Doors must be hung on heavy duty hinges, which includes a bush and bearing to avoid sagging. Anti-lift devices must be installed on at least 1(one) hinge.
- 4.2.8 **Door size** : Existing door sizes are of various sizes and must be measured and verified before fabrication. SEE ANNEXURE A

## ANNEXURE A

### CONTRACTOR TO MEASURE UP ALL WALL OPENINGS PRIOR TO MANUFACTURING.

- 4.2.9 Finish : Each door and frame to be painted as per HE9/2/8 Corrosion Protection specification, using Noxide Paint.
- 4.2.10 Workmanship : Must be of high standard. Gap between existing door frame and heavy duty door frame not to exceed 5mm.
- 4.2.11 Existing doors : The Contractor must remove existing doors and hand it over to Transnet Freight Rail. The existing door frames must stay intact.
- 4.2.12 Additional : One(1) handle and one(1) key for each door and all keys/T-handles must fit existing heavy duty relay room doors.
- 4.2.13 All the Safe Doors not fitted with the key operated locks shall have a mechanism that allows locking and unlocking from inside.
- 4.2.14 If a building has more than one door leading into a room, only one main door shall be fitted with a lock according to clause 4.2.5 and be possible to from inside and outside. The other door shall be according to clause 4.2.13.
- 4.2.15 The main door shall also allow opening from outside.

### 5. SUPERVISION

The Contractor shall provide a competent person for the duration of the contract to supervise the execution of the work.

### 6. SAFETY

- 6.1 The work will be performed under normal operating conditions. The Contractor will be responsible to safeguard the work area i.e. protect its workforce when working close to electrical high voltage; protection from passing trains and keeping the line free from any obstructions.
- 6.2 P.P.E must be worn when working on or near the track.
- 6.3 No making of fires will be permitted on site. Any claims arising from the making of such fires will be for the cost of the Contractor.
- 6.4 Closed gates must be closed after it had been used.
- 6.5 The workplace must be cleaned of scrap material (i.e. papers, cable off cuts, lins etc.) after every workday.

### 7. COMMISSIONING

- 7.1 The Contractor shall complete the Works, including his testing and commissioning within the prescribed time.
- 7.2 The Contractor shall be responsible for all tools and equipment required to do the work and for the commissioning and testing of the work.
- 7.3 The Contractor shall be liable if he damages Transnet Freight Rail's property and in the case of Signalling and or Electrical apparatus, it will be repaired and tested by the Contractor for his cost.
- 7.4 The Contractor will not enter Transnet Freight Rail's Relay and Sub-stations rooms without being accompanied by an appointed authorised person. This person will be appointed by Transnet Freight Rail.

## 8. GENERAL

8.1 The *Contractor* shall be responsible for the installation, pre-testing and correct functioning of all equipment installed by him.

8.2 The final commissioning of the doors will be the responsibility of the *Contractor* before it will be accepted by the Technical Officer.

"PREVIEW COPY ONLY"

# ANNEXURE B

ASSA ABLOY

## Technical information

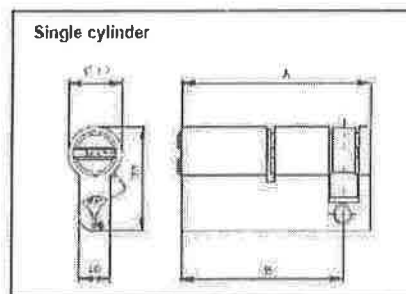
### Interactive + Key Profile PATENT and RESTRICTED



#### PROFILE 235G INTERACTIVE PLUS

1. Mul-T-Lock®'s High Security cylinders have a special telescopic pin tumbler mechanism with internal and external pins. Both the internal and the external shear lines must be aligned simultaneously in order for the plug to rotate.
2. The patented Mul-T-Lock plug has a special structure. When the top and bottom pins, plug and body meet, a three-dimensional shear line is formed, creating an almost perfect spherical shape. Steel inserts enhance anti-drilling resistance.  
These features provide an added security dimension, amplifying the Mul-T-Lock cylinder's pick-and-drill resistance for High Security needs. When master keyed, additional side pins or back pins can be incorporated.
3. The Interactive system combines the special telescopic pin tumbler mechanism and special features of the Classic system with a spring-loaded pin in the cylinder plug produce a 'virtual combination' only when the key is inserted in the lock.
4. The Interactive patented key and key blank provide increased control over key cutting to achieve an even higher level of key security. Additional keys are cut after presentation of a Mul-T-Lock key card and verification of customer identity in accordance with Mul-T-Lock key cutting procedures, which may be obtained through professional Mul-T-Lock locksmiths.  
Interactive technology is retro-compatible with the Mul-T-Lock Classic system, allowing existing locks to be upgraded.
5. Part number: **MKEYITFR**
6. **Profile 235G will be the allocated profile for TFR**
7. **All keys to be marked e.g. TFR 1, TFR 2, TFR 3, TFR 4 and on going**
8. **Records to be kept by MUL-T-LOCK AFRICA and made available to TFR's Property/ Facilities Manager**

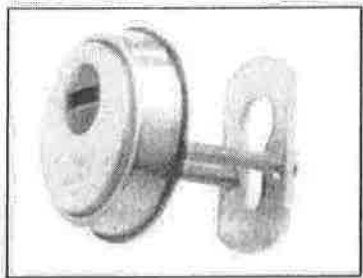
#### INTERACTIVE HALF PROFILE



1. **Operation:** 360° rotation by operating key or thumb turn. Standard double cylinder, full key insertion disengages other side.
2. **Materials:** Body and plug: high quality brass, Cam, Pins: nickel silver and stainless steel.
3. **Standard finishes:** Nickel satin.
4. **Cylinder mechanism:** Mul-T-Lock's unique, high precision pin tumbler system. Pick and drill resistant for High Security needs.
5. **Keys** Reversible nickel silver key with plastic key head and colour insert. Also available in all nickel silver.
6. **Cylinder options** • Interactive+® platform , • '3 IN 1' (changeable combination), • Keyed different, keyed alike , • Master keyed , cam
7. **Standards:** ISI 950, EN1303
8. **PART NUMBER M2X20AISCKA**
9. "A" Length 4.25mm
10. "B" Length 33mm



### **TESA HIGH SECURITY ESCUTCHEON**



- Both the internal and the external parts in the E700 weather proof escutcheon have received special plating, with Chrome finished.
- The final result is a product that easily exceeds 500 hours under a salt spray with corrosion power as specified in the pan-European standard EN1670. This means doubling the highest level in the pan-European EN1670 standard (grade 4: 240 h.)
- Plug covering lid has been given a 19 µm nickel plating and an additional µm of chrome plating
- The brass outer shell in the escutcheon nucleus and the revolving brass ring has received a 19 µm nickel plating, one µm of gold plating and, a 15 µm LEC treatment and, finally, more than 80 µm of epoxy varnish.

### **TECH DEAD LOCK**

- Chrome finish
- Face plate height 146mm
- Face plate wide 23mm
- Backset 40mm
- Lock height 90mm
- Lock to be installed in place of the safe lock
- Dead bolt operated by high security MUL-T-LOCK cylinder

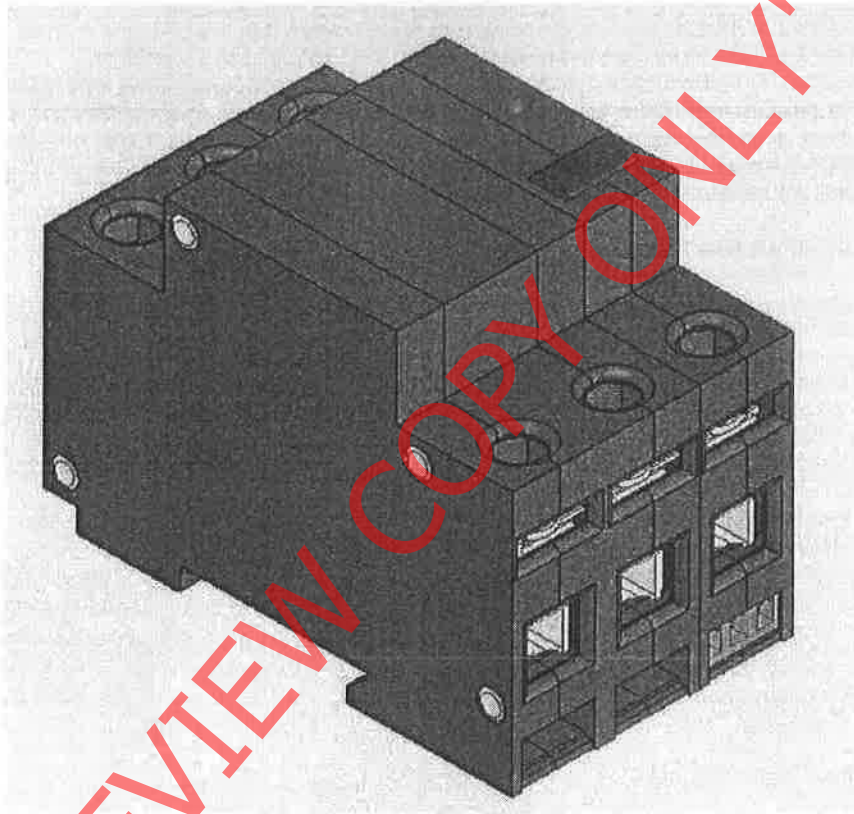



ANNEXURE C

## REVISIONS

THIS DRAWING HAS BEEN GENERATED AND IS MAINTAINED BY A CAD SYSTEM. CHANGES SHALL ONLY BE INCORPORATED AS DIRECTED BY THE DESIGN ACTIVITY.

LTR	DESCRIPTION	ECO NUM.	DATE	APPROVED
A	PRODUCTION RELEASE	SE001	9/20/07	MLH



UNLESS OTHERWISE SPECIFIED DIM. IN INCHES BEFORE PLATING	DRAWN: MLH	DATE 5/27/04	 <b>Transtector Systems, Inc.</b> 10701 Airport Road, Hayden, ID 83835 800.882.9110 208.772.8515 www.transtector.com			
	CHECKED: SJL	9/21/07				
	ENGR. APPD: MLH	10/1/07	TITLE: SPECIFICATION SuperHy 240V AC Power Surge Suppression – Single Phase			
	PROJ. APPD: JN	10/1/07				
MATERIAL: NOTED	APPROVED:		SIZE A	CAGE 30992	DRAWING NUMBER 1400-631	REV A
NOTICE: THE INFORMATION AND DESIGN CONTAINED HEREIN IS THE PROPERTY OF TRANSTECTOR SYSTEMS. WHO RESERVES ALL RIGHTS THERETO			SCALE = N/A		PAGE 1 OF 4	

## SURGE SUPPRESSOR MODEL: SuperHy 240V

Part Number 1101-826

1. **GENERAL DESCRIPTION:** The SuperHy 240V is a hybrid technology surge protector for high performance DIN rail mount main electrical service, tested to Class I and II IEC applications, and designed to protect electronics at AC load centers and power distribution systems. The SuperHy 240V utilizes Transtector's newly developed current sharing circuit for maximum protection. It employs silicon avalanche suppressor diode (SASD) technology and high amperage metal oxide varistors (MOV) in a compact 35mm DIN rail mount housing; each unit protects one electrical phase. The non-degrading, fast-reacting, low-clamping, minimum impedance silicon offers protection from day-to-day recurring surges in the 10kA to 20kA (8/20 $\mu$ s) range, while the parallel MOV elements mitigate extraordinary surges up to 100kA (8/20 $\mu$ s) direct lightning events. This current sharing circuit remains effective even under long wave, long duration events because the SuperHy 240V does not rely on filter or other frequency dependent circuit elements, but instead uses a linear resistive element to bias the non-linear characteristics of the key silicon components and force the MOV into conduction. The silicon prolongs the life of the MOV components by using less MOV surge capability. This wideband, high strike level range endurance, offers the most consistent low voltage protection for sensitive electronics under 8/20 $\mu$ s, 10/350 $\mu$ s and 10/1000 $\mu$ s surge test parameters. The unit is designed to meet all requirements of IEC 61643-1 for Surge Protection Devices. The SuperHy is the ultimate in protection and reliability for your sensitive electronics.

### 2. ELECTRICAL SERVICE:

- 2.1. Service Voltage ..... 240V Phase, per module  
2.2. Maximum Continuous Operating Voltage ..... 350Vrms  
2.3. Series Wired Service Current (Max.) ..... 63Amp  
2.4. Configuration ..... Line to Neutral or Line to Line (single phase)  
2.5. Input Connection ..... Hard Wired, Permanently Connected

### 3. ELECTRICAL PERFORMANCE:

- 3.1. Breakdown Voltage Threshold ..... Vbr ~ 525Vp @ 20mA  
3.2. Voltage Protection Levels (Max.)  
3.2.1. 8/20 $\mu$ s Combination Wave ..... Vpl ~ 600V @ 500A 8/20 $\mu$ s  
..... Vpl ~ 1200V @ 75kA 8/20 $\mu$ s  
..... 100kA 8/20 $\mu$ s maximum withstand  
3.2.2. 10/1000 $\mu$ s Long Wave ..... Vpl ~ 800V @ 1.7kA 10/1000 $\mu$ s  
3.2.3. 10/350 $\mu$ s Long Wave ..... Vpl ~ 1000V @ 20kA 10/350 $\mu$ s  
3.3. Response Time (Max.) ..... less than 1 ns

### 4. OPERATING/STORAGE TEMPERATURE ..... -40°C to +75°C

### 5. MECHANICAL:

- 5.1 Mechanical Size and Mounting: Refer to figure 1 for size and mounting details.  
5.2 Housing: The suppressor is housed inside a black molded resin module rated to U.L. 94-V0.  
5.3 Weight: Each SuperHy 240V module weighs .7lb (.3kg).  
5.4 Visual Indication: The SuperHy 240V is equipped with a red visual indicator to show the functional status of the device. In the unlikely event of failure, the red indicator tab will eject up from the case surface to permanently disconnect the electrical power from the surge elements.



NOTICE: THE INFORMATION  
AND DESIGN CONTAINED HEREIN  
IS THE PROPERTY OF  
TRANSTECTOR SYSTEMS, WHO  
RESERVES ALL RIGHTS THERETO.

SIZE

A

CAGE

30992

1400-631

A

SCALE = N/A

Page 2 of 4

## 6. INSTALLATION:

- 6.1. Electrical Installation. The suppressor is intended to be installed as close as possible to the sensitive electronics and should be connected through a dedicated 60Amp, circuit breaker with a fault current rating not less than 5kA AIC. Refer to figure 2 for connection details when using the devices in three phase wye or delta and single phase configurations. Additional protection modes and configurations are available by adding separate modules for Common Mode Protection from Line-to-Ground.
- 6.2. Power Connection. The SuperHy 240V is equipped with three lugs on each connection terminal for AC connection. The lugs are sized for use with 16mm<sup>2</sup> wire. Refer to figure 2 for electrical connection details
- 6.3. Remote Annunciation Connection: The unit can provide remote annunciation to confirm proper electrical operation by the means of connecting to isolated, form-C contact switch points. In the rare event of surge suppressor failure, the points change state to drive auxiliary alarm circuits or building management systems.

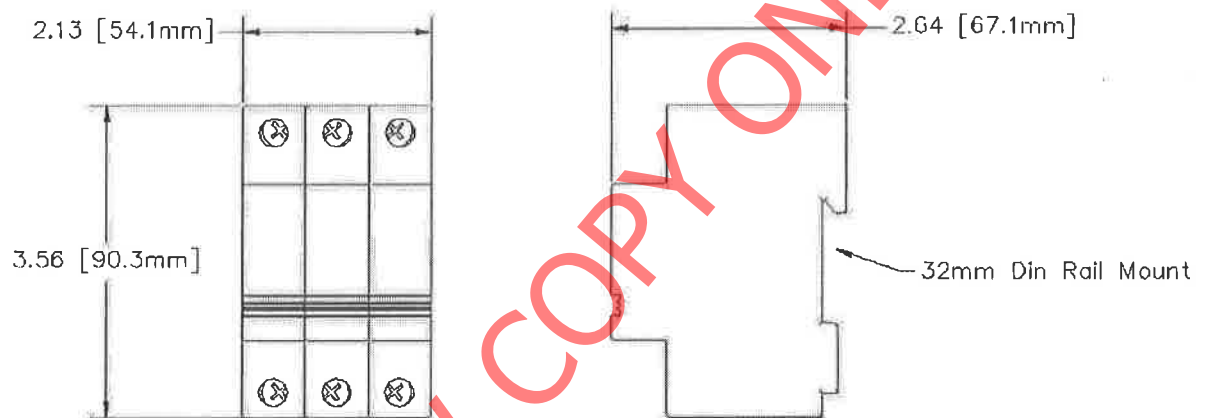


Figure 1. Mechanical Dimensions

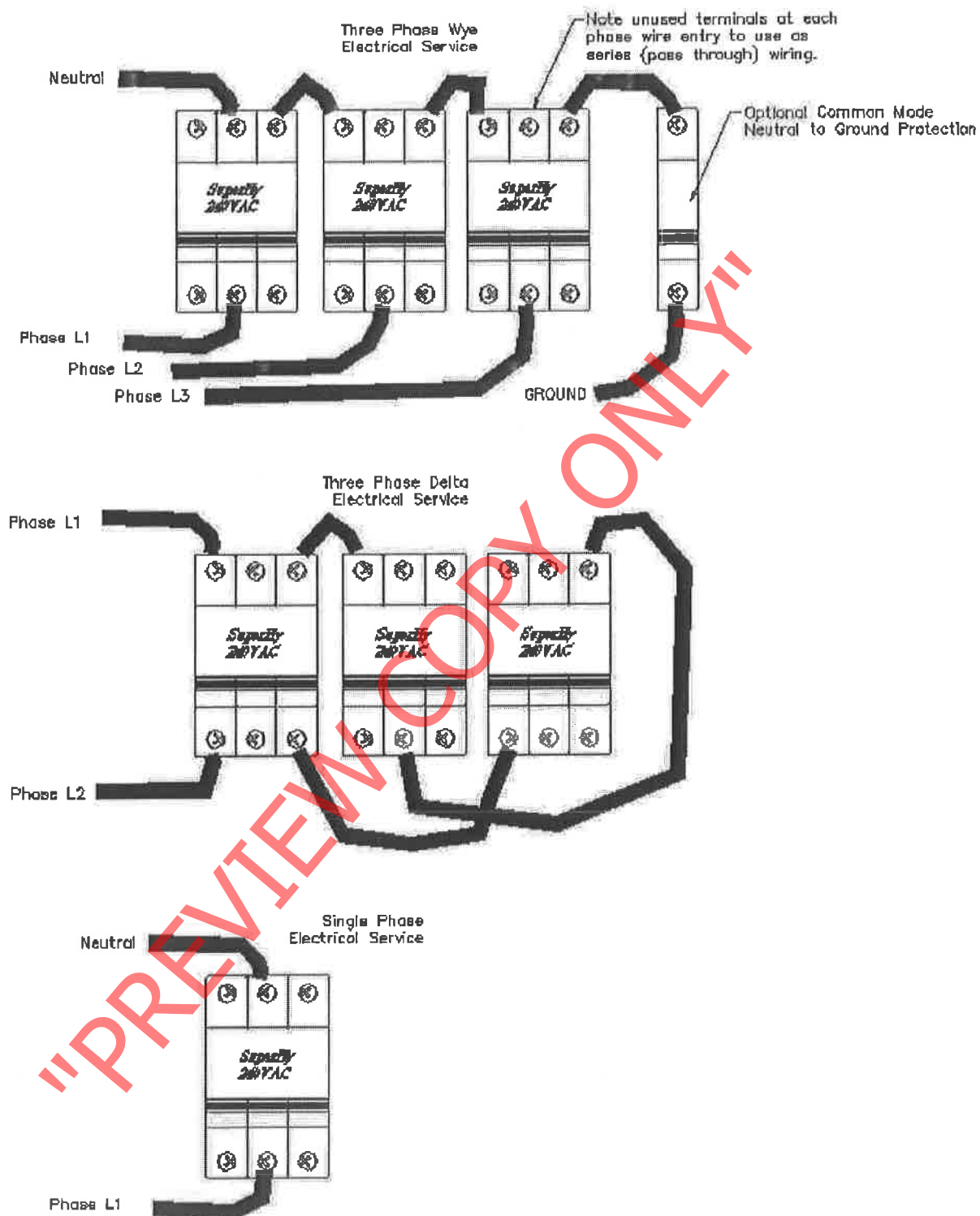


Figure 2. Electrical Connection



## TFR INFRASTRUCTURE

### TELECOMMUNICATIONS SPECIFICATION SECURE EQUIPMENT ROOM

BBF1082  
JULY 2011



**Table of Contents**

TELECOMMUNICATIONS SPECIFICATION.....	1
SECURE EQUIPMENT ROOM.....	1
Table of Contents .....	2
I. Document Authorisation .....	3
II. Distribution .....	3
III. Change History.....	3
IV. Changes since Last Revision.....	3
V. Abbreviations and Acronyms .....	4
VI. Definitions.....	4
VII. Relevant Documentation .....	4
1. Scope .....	5
2. Design Parameters.....	5
3. Features .....	5
4. Safety Factors .....	6
5. Site Establishment.....	6
6. As-built Documentation .....	7



### ***I. Document Authorisation***

<b>Function</b>	<b>Name</b>	<b>Title and Division</b>	<b>Signature</b>	<b>Date</b>
Compiled by:	ML Nuttall	Divisional Manager, Transmission		
Reviewed by:	PJ du Plessis	Technologist, Quality Assurance		
Reviewed by:	G Daly	HOD Access		
Reviewed by:	E van der Merwe	Senior Technologist, Transmission		
Reviewed by:	F Nel	Divisional Manager, Technical Execution		
Authorised by:	ML Nuttall	Divisional Manager, Transmission		

### ***II. Distribution***

To be registered in TFR's document management system – Projectwise

Emailed to all TFR Telecommunications specialists

Provided to relevant Project Managers, Tenderers and Contractors

### ***III. Change History***

<b>Issue No.</b>	<b>Date</b>	<b>Issued by</b>	<b>Change Summary</b>
1.00	2011-05-20	Transmission	Compilation from old RFPs

### ***IV. Changes since Last Revision***

<b>Clause</b>	<b>Description</b>

## ***V. Abbreviations and Acronyms***

<b>Acronym</b>	<b>Description</b>
AGL	Above ground level
TFR	Transnet Freight Rail

## ***VI. Definitions***

<b>Term</b>	<b>Definition</b>

## ***VII. Relevant Documentation***

<b>Document</b>	<b>Description and Relevance</b>
MAN 00009	Radio High Site Engineering Practice 4.2 Supporting Structures 4.4 Site Grounding 4.6 Coaxial Cable 10 Health and Safety
BDF1025	Insulated Container

## **1. Scope**

- 1.1 This is a generic specification for the provision of a secure equipment room to house telecommunications equipment.
- 1.2 The specific details will be provided in the associated Bill of Quantities, Schedule of Requirements and / or Design Document.
- 1.3 The general requirement is for a secure building with the same functional features as a generic insulated container as per specification BBF1025. This specification must be referred to for all relevant design criteria.
- 1.4 The onus is on the Contractor's registered Professional Engineer to design, build and certify the structures, foundation, earthing and electrical reticulation.

## **2. Design Parameters**

- 2.1 The room will be made of double brick walls 3000 mm x 3000 mm and 2500 mm high. Alternatively, the walls may be made of 250 mm thick precast concrete.
- 2.2 The walls must be strong enough to support the heavy duty door, airconditioning units and precast flat roof.
- 2.3 The roof must extend past the walls by 300 mm on all four sides.
- 2.4 The roof must be 250 mm thick in front and taper down to 150 mm in the back.
- 2.5 The exterior finish of the walls must be face brick or plaster and painted to suit the landlord and/or environmental requirements. All external steelworks and components shall be hot dipped galvanised.
- 2.6 The interior walls shall be plastered and painted with two coats of white acrylic PVA after the plastered walls have been treated with a Standards SA approved bonding liquid.
- 2.7 The construction of the room and associated civil works must comply with all relevant South African codes of practice, standards and legislation, including health and safety.

## **3. Features**

- 3.1 Heavy Duty "Safe" Door
  - 3.1.1 A 825 mm wide x 2000 mm high framed, ledged and braced steel door opening to the left and outward (when facing the door) shall be fitted.
  - 3.1.2 The overall door thickness must not be less than 85 mm. This includes a fire pan, locking case and outer door plate.
  - 3.1.3 The outer door plate must be manufactured of mild steel at least 6 mm thick.
  - 3.1.4 The door frame must be manufactured if 80 mm x 80 mm x 8 mm angle iron and must be secured to the wall with at least 6 grip plugs. The gap between the door frame and the door shall not exceed 5 mm. The door and fram must have a fully water proof and dust proof seal.
  - 3.1.5 Provision must be made for TFR to install its own padlock. The facility must have a hole size of at least 20 mm. It must be protected from bolt cutters.
  - 3.1.6 Each door must be fitted with at least eight 40 mm diameter locking bolts. Four fixed back bolts and four movable front bolts.

- 3.1.7 The opening mechanism of the doors must be with a removable T-handle, the same as existing relay rooms with safe doors. Doors must be hung on heavy duty hinges which includes a bush and bearing to avoid sagging. Anti-lift devices must be installed on at least one hinge.
- 3.1.8 Each door and frame must be painted with HE9/2/8 corrosion protection Noxide paint.
- 3.1.9 The door must have an inside door handle and a mechanism to lock and unlock from inside.
- 3.2 Air conditioner openings
  - 3.2.1 The two openings will be made in the back wall for wall mount air conditioners.
  - 3.2.2 The full opening must be finished with a varnished Meranti architrave 40 X 19mm (corners shall be mitred at 45 deg). The architrave must be sealed between the bricks/concrete wall and the architrave with a polyurethane sealer.
  - 3.2.3 The outer brick of the double brick wall surrounding the air conditioner opening shall be chamfered so as not to restrict the air-flow through the air conditioner.
- 3.3 The feeder entry panel must be sealed with a polyurethane sealer. The wall must be chamfered on the inner brick wall on the top and the bottom edges to facilitate access to the earthing connection points on the bottom edge, and to allow the unobstructed routing of the jumper cables on the top edge.
- 3.4 The floor shall be 75 mm thick, 15 MPA concrete with a 30 mm screed, and finished with 250mm x 250 mm Teracotta unglazed tiles with grouting. The filling must be well compacted prior to casting the concrete.

#### **4. Safety Factors**

- 4.1 TFR requires that proper suitably experienced supervision is present on the site at all times during erection and reserves the right to request that supervision be replaced if they are dissatisfied with the performance and or experience of the supervision provided.
- 4.2 A responsible person is to be appointed for each site and must be on site at all times during erection.

#### **5. Site Establishment**

- 5.1 No open fires are allowed on any site.
- 5.2 No alcohol is allowed on any site
- 5.3 Special arrangements must be made during the site survey for on site camping.
- 5.4 The main contractor must make waste bins available during the site build life cycle for rubbish.
- 5.5 Portable toilet facilities must be on site for the whole duration of the site build. This must be arranged by the main contractor but must be insisted upon if there are no alternative toilet facilities.
- 5.6 After completion of the works, excavated soil must be used to level the complete site area and the excess / unusable soil must be removed from site and discarded appropriately. The levelled area must be compacted.

5.7 All excess material must be removed from site. This includes excess aggregate.

## **6. *As-built Documentation***

- 6.1 A full set of room and foundation drawings must be provided and on site before work commences and they must be supplied to TFR on completion.
- 6.2 A paper copy of the documentation must be submitted to the site owner and another copy left at TFR's building on site. Electronic copies of the documentation must be submitted to the site owner.

"PREVIEW COPY ONLY"



**TRANSNET**  
*freight rail*

## CAPITAL PROGRAM (TELECOMMUNICATIONS)

### SCOPE OF TENDER

---

#### BUILDING CONSTRUCTION: TRAIN RADIO HIGH SITE

#### NATAL MAINLINE

#### (JOHANNESBURG – DURBAN)

---

Author: Technical Officer  
Capital Program (Telecoms) Bongiwe Senna

Reviewed: Project Manager  
Capital Program (Telecoms) Phehello Makoa

#### Circulation Restricted To:

Transnet Freight Rail  
Transnet and Relevant Third Parties  
Unrestricted

© This document as a whole is protected by copyright. The information herein is the sole property of Transnet Ltd. It may not be used, disclosed or reproduced in part or in whole in any manner whatsoever, except with the written permission of and in a manner permitted by the proprietors.

## TABLE OF CONTENTS

1. INTRODUCTION .....	3
2. SCOPE OF TENDER .....	3
3. SCHEDULE OF REQUIREMENTS.....	6
APPENDIX A: PRICING SCHEDULE.....	7
APPENDIX B: BUILDING FUNCTIONAL FEATURES .....	8
B1. ELECTRICAL .....	8
B 1.1 CHANGE OVER SWITCH .....	8
B 1.2 INTERNAL FLUORESCENT LIGHT FITTING AND TUBES .....	8
B 1.3 EXTERNAL LIGHT FITTING, COMPACT FLUORESCENT LAMP .....	8
B 1.4 WIRING .....	8
B 1.5 PLUG POINTS .....	8
B 1.6 DISTRIBUTION BOARD .....	8
B 1.7 EQUIPMENT ROOM EARTH .....	9
B 1.8 AIR CONDITIONER .....	9
B 1.9 ELECTRICAL CERTIFICATE OF COMPLIANCE .....	9
B 2. CABLE ENTRY PLATE.....	10
B 3. CABLE ENTRY TRAY .....	10
APPENDIX C: SITE PLANS.....	11



## 1. Introduction

Transnet Freight Rail (TFR) is a business unit of Transnet Limited, and has a broad range of telecommunication services to ensure the safe movement of trains. Such services include, amongst others, radio communications systems which are located on strategic locations (high sites) along the railway line.

TFR has embarked on a project to upgrade the trunk radio network on the Natal Mainline (Sentrarend – Durban). The upgrade involves the building of additional radio high sites and upgrade existing radio high sites for Trunk Radio Network to improve radio coverage along the railway line.

This document covers the construction of secure brick building to house Radio Frequency (RF) Equipment for a Trunk radio communication system.

This tender seeks to contract a company that is fully conversant with Civil and / or Structural Engineering principles and processes. The company must provide a turnkey solution, be able to interpret the specification and complete the required work successfully.

## 2. Scope of Tender

2.1. Tenderers shall have a CIDB grading designation of **3GB/ 3CE** or higher.

2.2. Main deliverables:

- Secure brick building;
- Concrete Roof;
- Concrete Apron; and
- Change Over Switch;

2.3. The work shall include but not limited to:

2.3.1. The contractor will draw the building plans:

- i. Submit the building and architectural plans to TFR for approval;
- ii. Submit the building plans to the Municipality and oversee the Municipal approval process;
- iii. All the drawn building and architectural plans shall be owned in full by TFR;
- iv. TFR shall have full rights for use of such drawings; drawings shall only bear the name of TFR;

2.3.2. The contractor shall comply with all Municipal laws and regulations governing the construction of buildings.

2.3.3. The contractor shall appoint a certified Civil Engineer for the construction of the buildings.

2.3.4. Certification of the structures, foundations, earthing and electrical reticulation shall be done by a Certified Professional Engineer and Structural Engineer.

2.3.5. A secure brick building (face brick) with a concrete roof shall be constructed.

- 2.3.6. The roof of the building shall be flat and made of cast concrete slabs or (block and beam) design with appropriate waterproofing; the slabs shall conform to the building regulations and Structural Engineer's design.
- 2.3.7. Interior walls and ceiling shall be painted with two coats of white acrylic PVA after the plastered walls have been treated with SABS approved bonding liquid.
- 2.3.8. The floor shall be 75 mm thick, 15 MPA concrete with a 30 mm screed (minimum) and finished with ceramic, heavy duty non slip grey tiles with grouting; the filling must be well compacted prior to casting the concrete.
- 2.3.9. All cables shall be routed underground between the building and the man hole.
- 2.3.10. Supply and install a safe door with the locking mechanism that has been standardised for use by TFR as per the specification (Annexure B: Safe door key).
- 2.3.11. The safe door shall have a door handle (inside & outside) and a mechanism to lock and unlock from inside.
- 2.3.12. The safe door shall be installed such that no dust comes through to the equipment room.
- 2.3.13. The brick building shall be fitted with two 9000BTU air conditioners.
- 2.3.14. The building shall have a 25 MPA, 100 mm thick concrete apron with either key joints or 10mm expansion joints.
- 2.3.15. Supply and install a feeder entry plate as per Annexure D; holes not used shall be covered with waterproof plugs, and cable entry must be water tight.
- 2.3.16. The feeder entry plate must be sealed with a polyurethane sealer; the wall must be chamfered on the inner brick wall on the top and the bottom edges to facilitate access to the earthing connection points on the bottom edge.
- 2.3.17. Supply and install a three phase Change Over Switch, wired to connect a single phase (red) or three phase generator.
- 2.3.18. A project schedule shall be submitted with the tender bids, assume 14 July as the project start date.
- 2.3.19. A detailed "statement of work" with WBS elements shall be submitted with the tender bids.
- 2.3.20. A "Quality Control Plan" which includes hold points shall be submitted with the tender bids.
- 2.3.21. The contractor shall provide the as build document for the Building, Electrical Reticulation, Site Location and Layout including the road access.
- 2.3.22. The contractor shall ensure that all workers are appropriately equipped with the Personal Protective Equipment (PPE) gear; safety talks shall be conducted and recorded in the site diary before the commencement of the work.
- 2.3.23. Any damages caused by the contractor to Transnet / 3rd party property and services shall be rectified by the contractor at his/her own cost and to the full satisfaction of the Project Manager or Site Supervisor from TFR.
- 2.3.24. High resolution photos shall be submitted showing different stages of the work packages (before, during and after construction) including hold points.
- 2.3.25. For all the electrical work a Certificate of Compliance (CoC) must be submitted.

2.3.26. Contractor must submit a clause by clause compliance to;

- i. Scope of the Tender document;
- ii. Appendix B;
- iii. BBF1082;

2.3.27. The following information shall be submitted with the tender bids:

- i. A comprehensive proposal outlining the details of how the work will be carried out.
- ii. Drawings and diagrams with specifications of the items that will be offered.
- iii. List of previous projects undertaken relating to similar type of work and references.
- iv. A Safety and Risk/ Environmental Management Plan.
- v. A detailed project schedule, assuming 14 July as the project start date.
- vi. A detailed "Statement of Work" with WBS elements.
- vii. A "Quality Control Plan" which includes hold points.

2.3.28. It is the discretion of TFR to award or not to award the contract.

2.3.29. Compulsory site briefing shall be held; suppliers who do not attend the site briefings will be automatically disqualified.

### 3. ANNEXURES ATTACHED

- 3.1. BBF1082      –      Secure Building Specification
- 3.2. Annexure A      –      Safe Door - Specification
- 3.3. Annexure B      –      Safe Door - Key Specification
- 3.4. Annexure C      –      SuperHy Surge Protection

### 3. Schedule of Requirements

SITE NAME	BRICK BUILDING	SAFE DOOR	TILES & EXTERNAL LIGHTS	CONCRETE APRON/ PLINTH & MAN HOLE	POWER & SURGE PROTECTION
Dannhauser	<b>Roof Type:</b> <ul style="list-style-type: none"> <li>Concrete roof with water proofing</li> </ul> <b>Building Dimensions:</b> <ul style="list-style-type: none"> <li>Inside = 4000 x 3000 mm</li> <li>Internal Height = 3000 mm</li> </ul> <b>Wall thickness:</b> <ul style="list-style-type: none"> <li>Double brick = 230 mm</li> </ul> <b>Finishing:</b> <ul style="list-style-type: none"> <li>Internal = Plastered and painted</li> <li>External = Face brick</li> </ul> <b>Internal colour:</b> <ul style="list-style-type: none"> <li>Walls and ceiling – painted white</li> </ul>	<b>Locking mechanism:</b> <ul style="list-style-type: none"> <li>Safe door - x1</li> <li>T. Handle - x1</li> <li>Keys - x2</li> </ul> <b>Colour:</b> <ul style="list-style-type: none"> <li>Battleship Grey</li> </ul>	<b>Tiles:</b> <ul style="list-style-type: none"> <li>Heavy duty non slip ceramic tiles – grey colour.</li> </ul> <b>External Lights:</b> <ul style="list-style-type: none"> <li>Five (5) foot double tube water proof fluorescent light – x 4</li> </ul>	<b>Concrete Apron:</b> <ul style="list-style-type: none"> <li>25MPA, 1.5 m blocks</li> </ul>	<b>Power:</b> <ul style="list-style-type: none"> <li>Three phase "change over switch" wired to connect a single phase generator.</li> </ul> <b>Surge Protection:</b> <ul style="list-style-type: none"> <li>SuperHy surge protection on a separate enclosure.</li> </ul>
Umbulwana	<b>Roof:</b> <ul style="list-style-type: none"> <li>Concrete with water proofing</li> </ul> <b>Building Dimensions:</b> <ul style="list-style-type: none"> <li>Inside = 3300 x 2400 mm</li> <li>Internal Height = 3000 mm</li> </ul> <b>Wall thickness:</b> <ul style="list-style-type: none"> <li>Double brick = 230 mm</li> </ul> <b>Finishing:</b> <ul style="list-style-type: none"> <li>Internal = Plastered and painted</li> <li>External = Face brick</li> </ul> <b>Internal colour:</b> <ul style="list-style-type: none"> <li>Walls and ceiling – painted white</li> </ul>	<b>Locking mechanism:</b> <ul style="list-style-type: none"> <li>Safe door - x1</li> <li>T. Handle - x1</li> <li>Keys - x2</li> </ul> <b>Colour:</b> <ul style="list-style-type: none"> <li>Battleship Grey</li> </ul>	<b>Tiles:</b> <ul style="list-style-type: none"> <li>Heavy duty non slip ceramic tiles – grey colour.</li> </ul> <b>External Lights:</b> <ul style="list-style-type: none"> <li>Five (5) foot double tube water proof fluorescent light – x 4</li> </ul>	<b>Concrete Plinth:</b> <ul style="list-style-type: none"> <li>The whole site shall have a 25MPA, 100mm thick, 1.5 m<sup>2</sup> blocks</li> </ul> <b>Man Hole:</b> <ul style="list-style-type: none"> <li>Man hole –x1</li> <li>Core drill to MTN man hole or supply and install a Gantry aerial to the mast.</li> </ul> <b>Man Hole Dimensions:</b> <ul style="list-style-type: none"> <li>760mm x 760mm</li> </ul>	<b>Power:</b> <ul style="list-style-type: none"> <li>Three phase "change over switch" wired to connect a single phase generator.</li> </ul> <b>Surge Protection:</b> <ul style="list-style-type: none"> <li>SuperHy surge protection on a separate enclosure.</li> </ul>

**APPENDIX A: PRICING SCHEDULE**

No.	Site Name	Architectural plans & Municipal approval	Brick Building	Safe Door	Air conditioner	Change Over Switch	Man Hole/ Core Drill	Total Excl. VAT
1.	Dannhauser							
2.	Umbulwana							
3.	<b>TOTAL excl. VAT</b>							

---

**APPENDIX B: BUILDING FUNCTIONAL FEATURES****B1. Electrical****B 1.1 Change over switch**

The mains feed must be connected via an externally mounted box containing the mains / standby change over switch with all lightning protection and required circuitry. The box must be fitted with a universal socket to accommodate a single phase generator

**B 1.2 Internal fluorescent light fitting and tubes**

Two 5 foot double tube fluorescent light fittings to be fitted in the centre of the building lengthwise and 450 mm from the front and back of the building. The base of the light fitting shall be of the type with a square base, have telescopic holders, be Standards SA approved, and shall be fitted with two 65 W cool white 5 foot fluorescent tubes. The light switch must be mounted inside the building next to the door.

**B 1.3 External light fitting, Compact Fluorescent Lamp**

A single five (5) foot double tube water proof fluorescent light fitting with tubes shall be fitted above the door. The light fitting shall have a die-cast Aluminium base, and the diffuser shall be UV stabilised. Light will be controlled via a light switch in series with a day/night sensor and an infrared movement sensor. An over-ride switch must be able to switch the light on and off as and when required. The light switch must be mounted outside the building next to the door.

**B 1.4 Wiring**

All wiring must comply with the latest Standards SA standards and specifications

All wiring inside the equipment room shall be routed using white 16 x 25 mm, 25 x 40 mm, 40 X 40 mm, and 100 X 40 mm EGA tubing

**B 1.5 Plug points**

All AC power sockets are to be fitted flush up against the trunking and must be secured to the trunking with a lock nut and bush/PVC male adaptor.

Power duct equipped with six double 15amp switched 220 VAC outlet sockets (Two separate feeds feeding three outlets each)

All joints in the trunking must be done with a Mitre Tool and fit with no gaps.

**B 1.6 Distribution Board**

A single phase, alternating current, distribution board (ACDB) equipped with a 65 A isolator switch, 30 A earth leakage, 2 x 15 A circuit breakers (CB) for the mains plugs, 10 A CB for lights, 10 A CB for the extractor fan, 2 x 15 A CB for the air conditioners and lightning protection, must be mounted securely against the wall of the building or as indicated by the schedule of requirements.

Both the ACDB and the circuit breakers must be clearly marked.

SuperHy lightning/ surge protection on a separate enclosure shall be provided before the ACDB (Distribution Board).

#### **B 1.7 Equipment Room earth**

A central Earth bar 400 mm (L) x 4 mm (T) x 25 mm (W) must be supplied and installed in the building located in the best practical position.

At least 10 x 8 mm holes must be made in the earth bar for various earth connections of equipment. 10 x 8 mm copper bolts and nuts must be provided.

The earth bar must be mounted horizontal/vertical against the wall, 100 mm above the building floor with two stand-off isolators and secured properly with copper locking washers.

An earth must be connected from the earth collector bar in the ACDB to the earth buzz bar in the building. This earth must be an insulated (Yellow/Green) 16 mm<sup>2</sup> earth cable.

An insulated earth cable must be connected from the earth buzz bar in the building to the Entry Plate. This earth must be an insulated (Yellow/Green) 16 mm<sup>2</sup> earth cable.

Provision must be made to connect an external 60 – 100 mm<sup>2</sup> earth cable to the earth bar from the ultimate site's earth mat.

The cable trays must be connected to the earth bar.

Earth connections must be properly marked.

#### **B 1.8 Air Conditioner**

Two 9000 BTU Air-conditioner systems, cooling only, with extractor fan with gravitational louver system to be installed. The air conditioners to be protected against theft with a vandal proof cage mounted on the outside of the building securing the air conditioners.

The vandal proof cage must be hot-dipped galvanised and powder coated to grey.

The air-conditioners must be mounted to the wall of the building and the positions will be specified during the site briefing.

The air conditioners must restart automatically after a power disruption with a 30 to 45 second delay in order to prevent power overload and surge spikes. The second air conditioner may only start up 10 seconds after the first.

The air conditioners must be wired so that the primary conditioner controls the temperature and the secondary conditioner remains on standby until it is switched on via a temperature controlled switch set at 26 degrees Celsius. The switch must be adjustable between 25 and 35 degrees Celsius.

#### **B 1.9 Electrical Certificate of Compliance**

A certificate of compliance must be issued for the building and all other electrical work undertaken. The certificate is to be handed over with the site commissioning.

An accredited person must sign the certificate. The certificate must indicate the company logo and the accredited person's name must be clearly printed in block letters.



**B 2. Cable Entry Plate**

Aluminium feeder entry panel shall be provided on the side of the building at the end of the horizontal cable tray, position will be specified during the site briefings.

For underground cable entry to the building, provision must be made for three sleeves from the building to the man hole.

**B 3. Cable Entry Tray**

Horizontal cable tray (300 mm wide) equipped with a 25 mm flat Copper strip. The Copper strip will also be connected to the Aluminium entry panel.

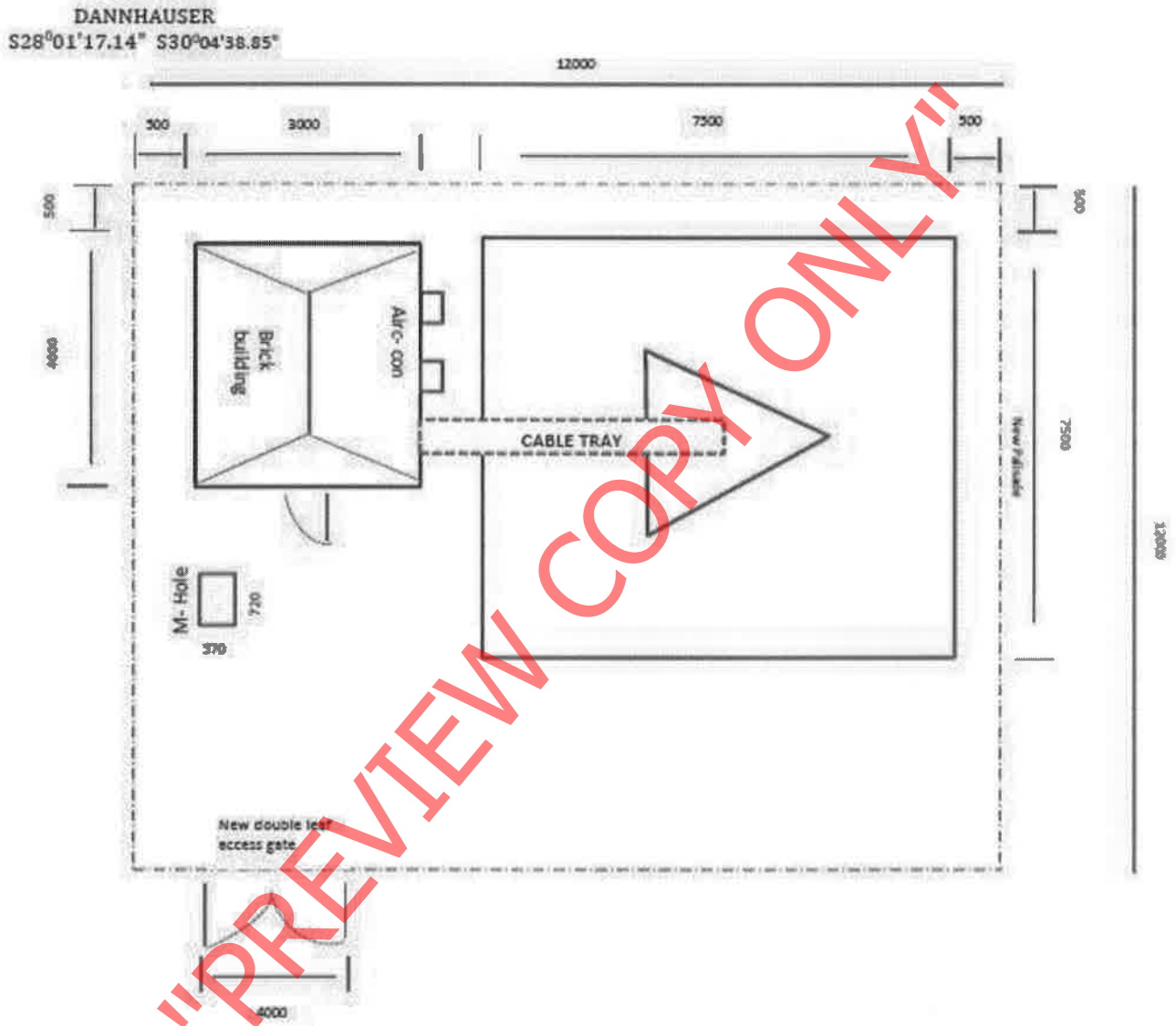
The horizontal cable trays must be wall mounted with L-brackets, 200mm below the ceiling of the building.

The cable tray must be high enough to accommodate a 38U cabinet below it. A 38U cabinet is approx. 1,94 m high.

"PREVIEW COPY ONLY"

## APPENDIX C: SITE PLANS

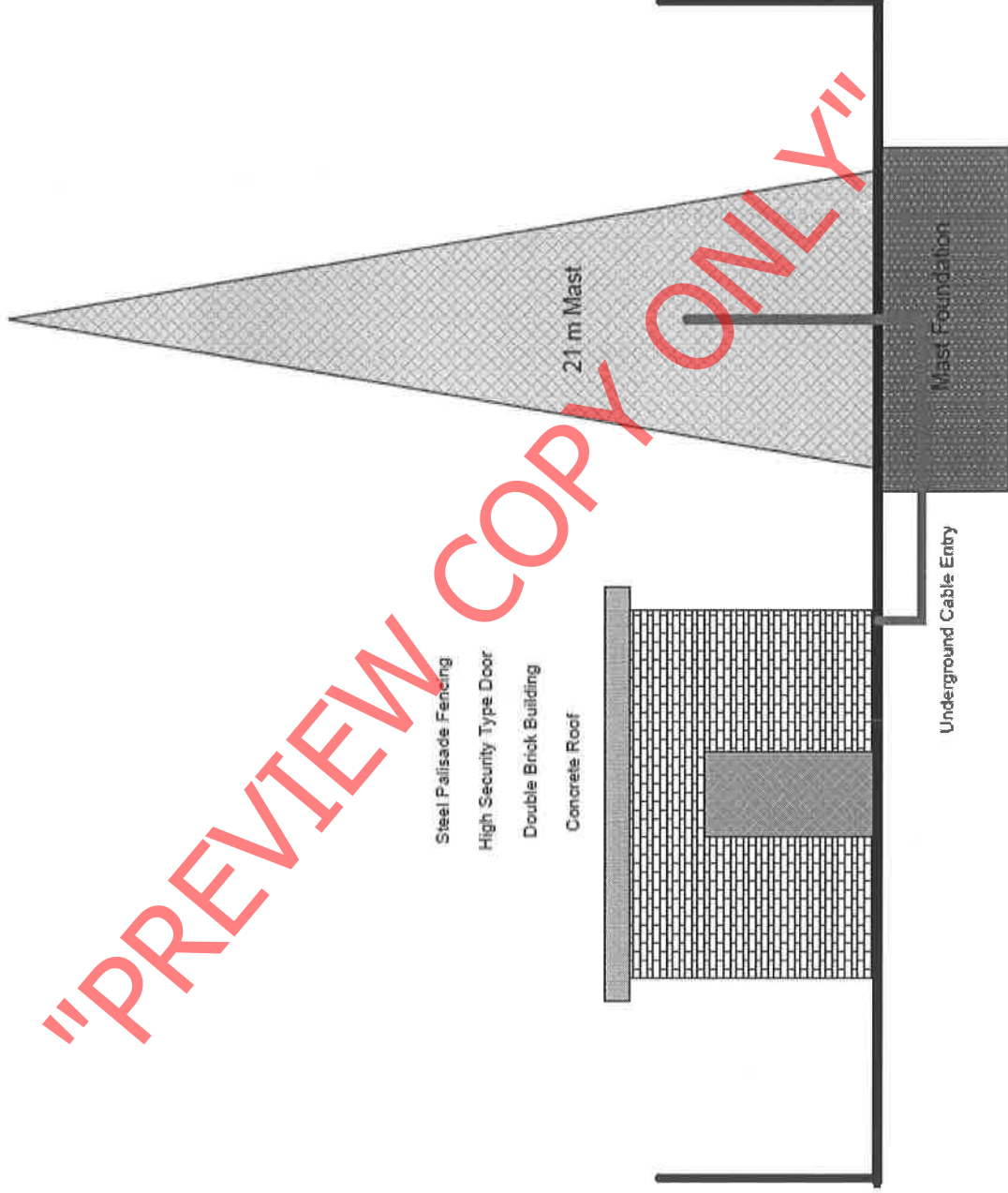
### C1. Dannhauser



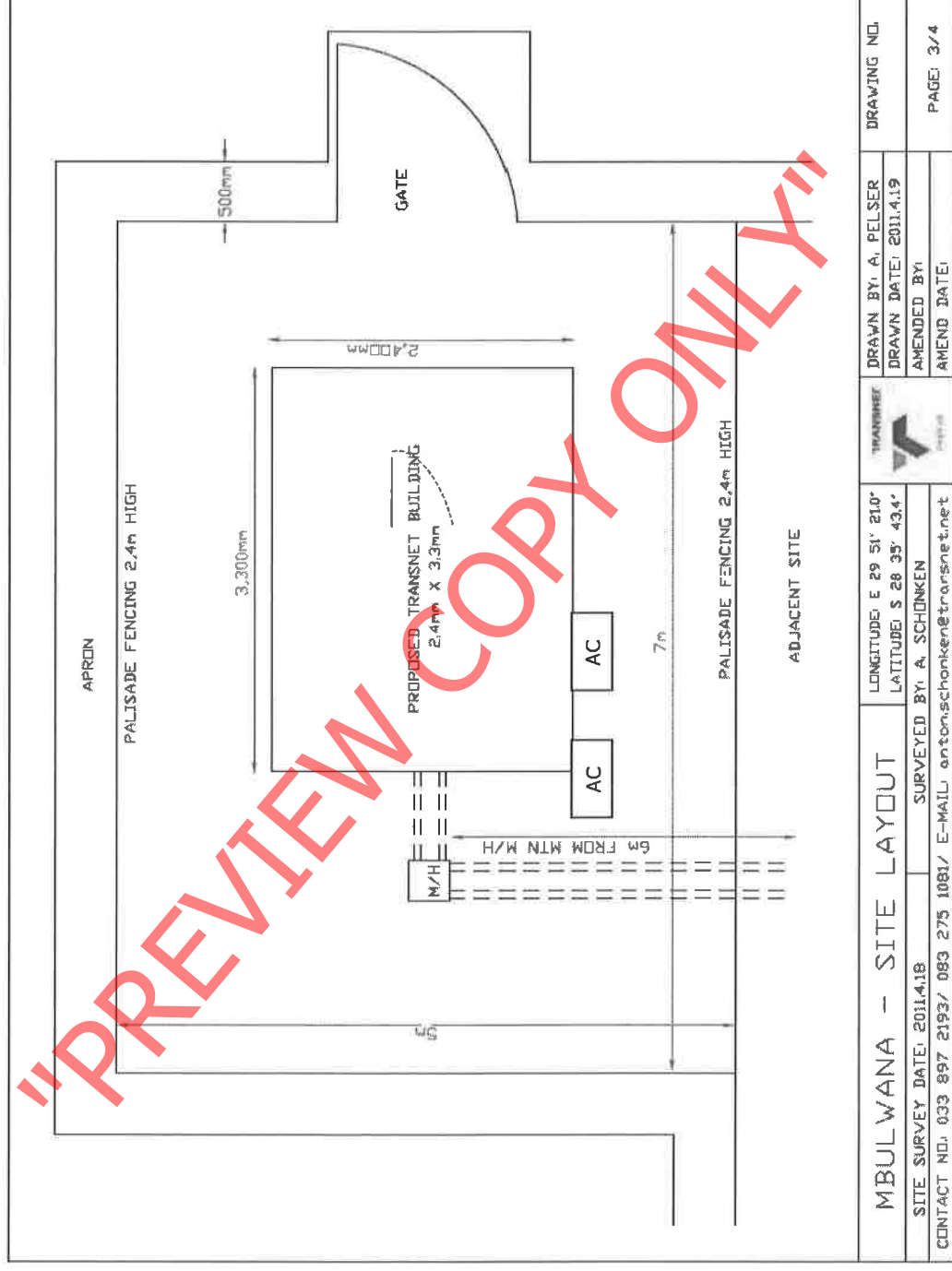
[illegible]

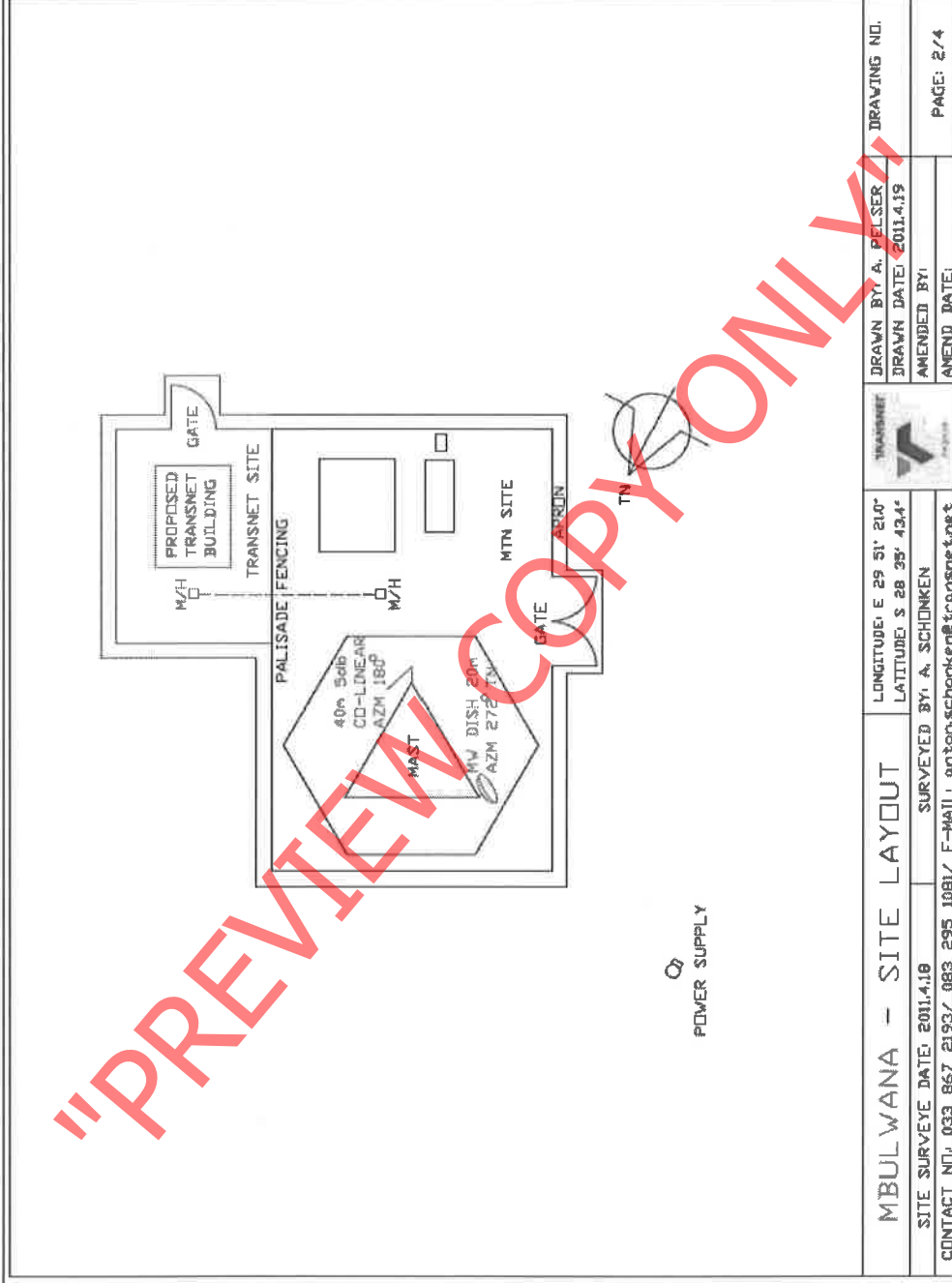


Dannhauser	
Proposed road and Power Line Access to site	
Scale	1:1000
North Arrow	North
Author	10/11/14
Reviewer	10/11/14
Approved By	10/11/14



C2. Umbulwana (S28 35 43.56 E29 51 21.29)





END OF DOCUMENT



## SITE BRIEFING SCHEDULE - 30 JUNE 2014

Date	Arrive - Depart	Site name	GPS Coordinates	Technical Manager
30-Jun-14	11:00 - 13:00	Dannhauser	E 30 05 05.9 S 28 01 30.4	Neeren Motilal (Ladysmith)
	14:00 - 16:00	Umbulwana	E 29 51 21.0 S 28 35 43.4	

For directions to site contact: Bongwiwe Senna 083 419 4577

