



Transnet Freight Rail RME, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No RME DBN 057/2014

**FOR THE SUPPLY OF: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING
OF GANTRY SIGNALS PER CAGE**

**FOR DELIVERY TO: UMBILO LOCO, KRS LINK ROAD AND WENTWORTH RAIL
YARD.**

ISSUE DATE: 6 AUGUST 2014

CLOSING DATE: 26 AUGUST 2014

CLOSING TIME: 12:00

Section 1 NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: Tender Box
CLOSING VENUE: Transnet Freight Rail (RME)
The Chairman of the Acquisition Council
Ground Floor Queens Warehouse
237 Mahatma Gandhi Road Point, Durban

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 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:

- In this RFQ, Transnet will apply the 80/20 preference point system prescribed in the PPPFA.
- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points.
- The 80/20 preference point system applies where the acquisition of the Goods will be less than R1 000 000.00. However, if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

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

Enterprises will be rated by such agencies 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 [Statement 000, Section 4], 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 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 or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].

Transnet will accordingly allocate a maximum of **20 [twenty] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A – B-BBEE Preference Points Claim Form** for further details].

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.

[Refer clause 19 below for Returnable Documents required]

2.2 B-BBEE Improvement Plan – Not Applicable

2.3 Supplier Development Initiatives - Not Applicable

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Anne Mongie

Email: anne.mongie@transnet.net

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with the Regional Supply Chain Manager of Transnet TFR RME , Supply Chain Durban on any matter relating to its RFQ response:

Telephone 031 361 1016 Email Boitumelo.manyakalle@transnet.net

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission may result in disqualification.

5 VAT Registration

The valid VAT registration number must be stated here: _____ *[if applicable]*.

6 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

7 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

8 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

12 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

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 below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

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.

13 Respondent's Samples – Not Applicable

14 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

- **Administrative responsiveness** - Completeness of response and returnable documents
- **Substantive responsiveness** – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
- As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as threshold with a prescribed percentage threshold of 60%. Previous experience, qualifications, Delivery lead time, Proof of adequate workshop facilities. Technical Questionnaire to be completed.
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical
 - B-BBEE status of company

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

TECHNICAL SHEET

Supply, Installation, Testing and Commission of gantry signals per cage complete to match site, with all associated equipment and wiring at Umbilo Loco, KRS Link Road and Wentworth Rail Yard

| Quality Criteria | Specification | Points allocated |
|--|---|---------------------|
| Previous relevant experience | 10 years or more in similar job 5-9 years' experience in similar job 2-5 years' experience in similar job 2 year and less experience in similar job Provide list of previous projects | 40 30 10 0 |
| Management and CVs of Key Persons | Names, CV's and Appointments provided Not provided | 20 0 |
| Statement of Technical Compliance | Signed statement with company logo provided Not provided | 20 0 |
| Technical Backup Support | Confirmation provided Not provided | 20 0 |

TECHNICAL EVALUATION TEAM:

Mahomed Sayid

Approved: _____

Sithembiso Khanyile

Approved: _____

Thobeka Sibiya

Approved : _____

Supply, Installation, Testing and Commission of gantry signals per cage complete to match site, with all associated equipment and wiring at Umbilo Loco, KRS Link Road and Wentworth Rail Yard

ANNEXURE C: TECHNICAL/FUNCTIONALITY CRITERIA

| Quality criteria | specification | Number of years | Detail of experience |
|-----------------------------------|--|-------------------------------|-----------------------------|
| Previous experience | Number of years and details of previous relevant experience(provide list of previous projects) | | |
| Quality criteria | Specification | Yes (submit proof) | No |
| Management and CVs of Key Persons | Submit Names , CV's and appointments | | |
| Quality criteria | Specification | Number of days | |
| Statement of Technical Compliance | Signed confirmation with company logo | | |
| Quality criteria | Specification | Specify sq. meter size | |
| Technical Backup Support | Confirmation required with period after completion stated clearly | | |

Preference points will 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 (80/20 system) |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 16 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

15 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES NO

19 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

- a) Respondents are required to submit with their Quotations the **Returnable Documents**, as detailed below.

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Returnable Documents by so indicating [Yes or No] in the table below:

| Returnable Documents | Submitted [Yes or No] |
|---|--------------------------|
| SECTION 1 : Notice to Bidders | |
| <ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard | |
| <ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard | |
| <ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement | |
| SECTION 2 : Quotation Form | |
| SECTION 3: Vendor Application Form | |
| <ul style="list-style-type: none"> • Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] | |
| ANNEXURE A – B-BBEE Preference Points Claim Form | |
| ANNEXURE B : Technical Submission/Questionnaire | |

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

Section 2 QUOTATION FORM

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

| Item No | Description of Goods /Services | Unit of Measure | Quantity | Unit Price (ZAR) | Total Price (ZAR) |
|---------|--------------------------------|-----------------|----------|------------------|-------------------|
| 1 | AS PER PRICING DATA PAGE | SUM | 1 | | |
| | | | | | |
| | | | | | |

VERY IMPORTANT : TENDERERS TO ATTEND A COMPULSARY CLARIFICATION MEETING AND SITE VISIT ON THE 14TH OF AUGUST 2014. CLARIFICATION MEETING TO BEGIN AT 11H00 AM IN THE QUEEN MARY BOARDROOM , QUEENS WAREHOUSE, 237 MAHATMA GANDHI ROAD POINT , DURBAN.

TENDERERS WILL THEN PROCEED TO THE SITES FOR A FURTHER INFORMATION SESSION. TENDER DOCUMENTS WILL ONLY BE AVAILABLE AT THE CLARIFICATION MEETING.

Delivery Lead-Time from date of purchase order : _____ [days/weeks]

Respondent's Signature

Date & Company Stamp

Section 3
VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Vendor Application Form

| | | | | | | |
|---|----|-------|----------------------|---------|-------------|-----------------|
| Company trading name | | | | | | |
| Company registered name | | | | | | |
| Company Registration Number or ID Number if a Sole Proprietor | | | | | | |
| Form of entity [√] | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor |
| VAT number [if registered] | | | | | | |
| Company telephone number | | | | | | |
| Company fax number | | | | | | |
| Company email address | | | | | | |
| Company website address | | | | | | |
| Bank name | | | Branch & Branch code | | | |
| Account holder | | | Bank account number | | | |
| Postal address | | | | | | Code |
| Physical Address | | | | | | |

Respondent's Signature

Date & Company Stamp

| | | | | |
|---|----------|------------|---------|--|
| | | | Code | |
| Contact person | | | | |
| Designation | | | | |
| Telephone | | | | |
| Email | | | | |
| Annual turnover range [last financial year] | < R5 m | R5 - 35 m | > R35 m | |
| Does your company provide | Products | Services | Both | |
| Area of delivery | National | Provincial | Local | |
| Is your company a public or private entity | Public | | Private | |
| Does your company have a Tax Directive or IRP30 Certificate | Yes | | No | |
| Main product or services [e.g. Stationery/Consulting] | | | | |

Complete B-BBEE Ownership Details:

| | | | | | |
|---|-----------|-------------------------|-----------|----------------------------|--|
| % Black ownership | | % Black women ownership | | % Disabled Black ownership | |
| Does your company have a B-BBEE certificate | Yes | | | No | |
| What is your B-BBEE status [Level 1 to 9 / Unknown] | | | | | |
| How many personnel does the firm employ | Permanent | | Part time | | |

If you are an existing Vendor with Transnet please complete the following:

| | |
|-----------------------------|--|
| Transnet contact person | |
| Contact number | |
| Transnet Operating Division | |

Duly authorised to sign for and on behalf of Company / Organisation:

| | | | |
|-----------|--|-------------|--|
| Name | | Designation | |
| Signature | | Date | |

ANNEXURE A : 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 (twenty) 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 as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11

October 2013 in terms of Government Gazette No. 36928;

- 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 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"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;
- 2.16 **"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;
- 2.17 **"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;
- 2.18 **"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
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.

- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

"PREVIEW COPY ONLY"

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

- 4.1 In terms 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 |

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice 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 who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, 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.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.

- 4.9 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.
- 4.10 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.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

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 a sworn affidavit in the case of an EME or QSE.

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 [TICK APPLICABLE BOX]
 - Partnership/Joint Venture/Consortium
 - One person business/sole propriety
 - Close Corporations
 - Company (Pty) Ltd

(v) Describe Principal Business Activities

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

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

(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 OF BIDDER |
|---------------------|

DATE:.....

COMPANY NAME:

ADDRESS:.....

C2. Pricing Data

C2.1 List of schedule



GANTRY SIGNALS FOR UMBILO LOCO, KRS LINK ROAD AND WENTWORTH YARD

| ITEM NO. | DESCRIPTION | | | | | | | | | | MATERIAL | LABOUR | TOTAL | | | | |
|----------------|---|-------------|--------------|---------|-----|--------|----------------|-------|-------|----|----------|--------------------|-----------|--|--|--|--|
| 1 | SAFETY | | | | | | | | | | | | | | | | |
| 1.1 | SAFETY COMPLIANCE (INDUCTION, MEDICALS & SAFETY FILE) | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | CARRIED TO SUMMARY | | | | | |
| 2 | PRELIMINARY AND GENERAL | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | CARRIED TO SUMMARY | | | | | |
| 3 | GANTRY SIGNALS | | | | | | | | | | | | | | | | |
| | Signal no. | Cable Cores | Cable length | Aspects | | | | | | | | | | | | | |
| | | | | Green | Red | Yellow | Goods & Siding | Shunt | Route | | | | Emergency | | | | |
| | | | | | | | | | L1 | L2 | ↑ | R1 | R2 | | | | |
| 3.1 | GANTRY 1 (Umbilo Loco) | | | | | | | | | | | | | | | | |
| | BYD 4010 | 37c | 65m | √ | √ | √ | | √ | √ | √ | √ | √ | √ | | | | |
| | BYD 4012 | 37c | 75m | | √ | √ | | √ | √ | √ | √ | √ | √ | | | | |
| 3.2 | GANTRY 2 (KRS Link Road) | | | | | | | | | | | | | | | | |
| | BYD 2096 | 21c | 95m | √ | √ | √ | | | | | | | | | | | |
| | BYD 2086 | 21c | 85m | | √ | √ | | | | | | | | | | | |
| | BYD 408 | 12c | 65m | √ | √ | √ | | | | | | | | | | | |
| | BYD 398 | 12c | 75m | | √ | √ | | | | | | | | | | | |
| | BYD 410 | 12c | 65m | √ | √ | √ | | | | | | | | | | | |
| | BYD 400 | 12c | 75m | | √ | √ | | | | | | | | | | | |
| 3.3 | GANTRY 3 (Wentworth) | | | | | | | | | | | | | | | | |
| | BYD 302 | 21c | 50m | | √ | √ | | √ | | | | | | | | | |
| | BYD 304 | 21c | 40m | | √ | √ | | √ | | | | | | | | | |
| 3.4 | GANTRY 4 (Wentworth) | | | | | | | | | | | | | | | | |
| | BYD 266 | 27c | 45m | | √ | √ | | √ | √ | √ | √ | √ | √ | | | | |
| | | | | | | | | | | | | CARRIED TO SUMMARY | | | | | |
| 4 | COMMISSIONING AND TESTING OF SIGNALS | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | CARRIED TO SUMMARY | | | | | |
| SUMMARY | | | | | | | | | | | | | | | | | |
| 1 | SAFETY | | | | | | | | | | | | | | | | |
| 2 | PRELIMINARY AND GENERAL | | | | | | | | | | | | | | | | |
| 3 | GANTRY SIGNALS | | | | | | | | | | | | | | | | |
| 4 | COMMISSIONING AND TESTING OF SIGNALS | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | TOTAL (excl. VAT) | | | | | |

PART C3: SCOPE OF WORK

| Document reference | Title | No of page |
|------------------------------|-------------------------------------|------------|
| C3.1 | This cover page | 1 |
| | <i>Employer's Works Information</i> | 17 |
| Total number of pages | | 18 |

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C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1**Description of the works****1.1 Executive overview**

The *Contractor* is to perform the following works:

- Supply, Installation, Testing and Commission of gantry signals per cage complete to match site, with all associated equipment and wiring at Umbilo Loco, KRS Link Road and Wentworth Rail Yard and conform to the TFR specification set out in clause 1.1.1 and 1.1.2 below.

1.1.1 Specifications**Applicable Transnet Freight Rail Specifications**

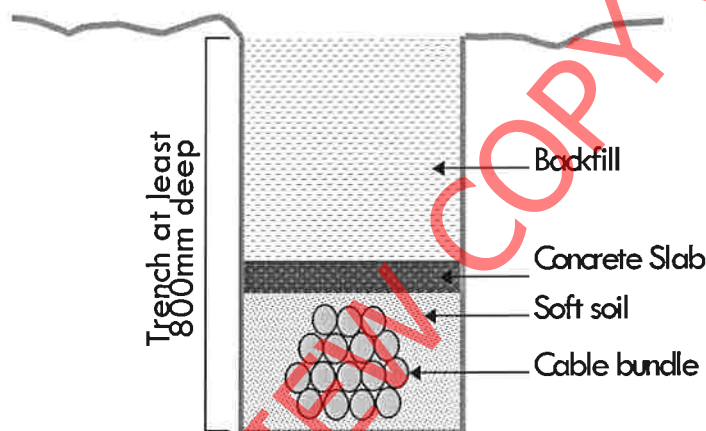
| | | |
|--------------------------|-----------|--|
| BBB0493 Version4. | | |
| CSE-503B | Jan 1985 | Installation of Signals |
| CSE-1158-004 | Oct 1995 | Signal Number Plates |
| CSE-1174-005 | Sept 1994 | Colourlight Signal Unit |
| CSE-1174-006 | Sept 1994 | Route Signal Light Unit |
| CSE-504/7 | Jul-85 | Outdoor Signalling Works |
| CSE-514/5 | Jan-85 | Manufacture of Concrete Components |
| CSE-516/1 | Jan-88 | Trenching and Outdoor Cable Installation |
| CSE-1133-052 | May-96 | The Treatment and Coating of Signal Equipment in Corrosive and Non-corrosive Areas |
| CSE-1133-100 Cat.E98 | Apr-96 | Technical Instructions |
| CSE-1133-105 Cat. N98 | Mar-97 | The Use of Cables in Signalling Installations |
| CSE-1154-001 Cat. E48 | Mar-94 | Environmental Specification for Spoornet Railway Signalling Systems |
| CSE-1155-500 Cat. N48 | Sep-94 | Testing of Signalling Installations |
| CSE-1158-001 Cat. E98 | Jan-09 | General Requirements for Non-vital Electronic Hardware |
| CSE-1159-001 Cat. X48 | Mar-94 | Documentation for Signals Equipment |

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

Laying and Securing Cable in a Trench

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

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



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

Addendums to TRF specifications:**A) Specification No. CSE-504/7 (January 1985): Outdoor Signalling Work**

1. Clause 2.1:

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

2. Clause 3.1

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

3. Clause 4 - Void

4. Clause 5.1

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

5. Clause 5.8 to read:

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

6. Clause 5.11

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

7. Clause 6 - Void

8. Clause 7 to read:

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

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

Clause 9.5 - Void.

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

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

2. Clause 3.3

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

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

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

3. Clause 3.6 to read:
- "Where cables are required to be laid down embankments, G.I. pipes shall be used. These G.I. pipes shall be boxed in concrete at the top and bottom ends of the embankment in such a manner that the embankment is not disturbed".
4. Clause 3.13
- High voltage indication danger tape approved by Standards SA is installed 200mm above the concrete slabs.
5. Clause 3.14
- Cable-laying on embankments is done in 150mm G.I. pipes and backpacked with soil Crete.
6. Clause 4.5
- Replace "3 meters of cable slack" with "1 meter of cable slack".
7. Clause 4.8
- Replace "3 meters" with "1 meter" and "1.5 meter" with "0.5 meter".
8. Clause 6.1 to read:
- "Where the main trench crosses bridges the cable shall be laid in a 150mm G.I. pipe boxed in 450mm x 450mm of 30 Mpa concrete with inspection points \pm 100 meters apart. These inspection points shall be sealed and indicated on the cable plans and civil plans.
- If the above mentioned is not possible or it will restrict the natural flow of water, a 150mm G.I. pipe must be mounted against the wall of the bridge with inspection hole's 50m apart and the ends of these pipes must be sent and cast in concrete in the ground at each end".
9. Clause 6.4.1 -Tail trench track crossings:
- Replace "Pitch fibre pipes to specification No SABS 921 of 1982" with "100mm plastic pipe with a wall thickness of 6mm, and approved for cable-laying by Standards SA".
- The last sentence is to read: "... the pipe must protrude 1.5 meter beyond the edge of the ballast".
10. Clause 6.4.3
- Replace "two weeks" with "three weeks".
11. Clause 6.4.4 -Main trench track crossings:
- Only 150mm G.I. pipe (minimum thickness 5mm) is used.
12. Clause 7.0 and sub clauses - Void.
13. Clause 9.0 and sub clauses - Void.

Requirements for the programme

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

1.2 Employer's objectives

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

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

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

2 Construction

2.1 Temporary works, Site services & construction constraints

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

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

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

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

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

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

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

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

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

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

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

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

2.2 Completion, testing, commissioning and correction of Defects

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

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

3 Plant and Materials Standards and Workmanship

3.1 Building works

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

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

3.2 Electrical & mechanical engineering works

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

4 List Of Drawings

4.1 Drawings issued by the *Employer*

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

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

| Drawing number | Revision | Title |
|------------------------|----------|---------------|
| Concrete Slab ST P5 11 | | Concrete Slab |

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SECTION 2

5 Management and start up

5.1 Management meetings

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

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

5.2 Safety risk management

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

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

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

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

Cost for the above shall be borne by the Contractor.

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

5.2.1 The Contractor complies with the following:

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

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

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

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

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

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

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

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

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

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

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

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

5.2.9 The Contractor completes a Risk Assessment prior to carrying out any operation on the Site and/or working areas to the approval of Project Manager and TRE's Project manager.

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

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

5.3 Environmental constraints and management

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

- Construction Environmental Management Plan
- Standard Environmental Standard

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

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

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

5.3.5 The Contractor shall appoint an Environmental Officer.

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

5.4 Quality assurance requirements

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

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

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

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

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

5.5 Programming constraints

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

5.6 Insurance provided by the Employer

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

5.7 Provision of bonds and guarantees

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

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

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

6 Procurement

6.1 Contractors Invoice

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

6.2 Subcontracting

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

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

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

6.3 Plant and Materials

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

PART 4: SITE INFORMATION

1. Description of the Site and its surroundings

1.1. General description

The site is uMbilo Loco, King Rest Link Road and Wentworth Rail Yard.

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

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

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

1.3. Subsoil information

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

1.4. Hidden services

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

"PREVIEW COPY ONLY"

**RFQ FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GANTRY
SIGNALS PER CAGE**

ANNEXURE E: CERTIFICATE OF COMPULSORY ATTENDANCE OF RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of company]*

**Attended the RFQ briefing in respect of the proposed Services to be rendered in
terms of this RFQ on 14 AUGUST 2014**

Venue: Transnet Freight Rail, RME, Queens Warehouse, 237 Mahatma Gandhi Road, Point, Durban

Boardroom: 1st Floor Queen Mary

Time: 11h00

Date: 14 AUGUST 2014.

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____