

## **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

## **F.1.6.3 Proposal procedure using the two stage-system**

### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

### **F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

## **F.2.2 Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

## **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

## **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

## **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

## **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

## **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

## **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

## **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

## **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with Instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall Initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### **F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

#### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

#### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

#### **F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

#### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

#### **F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

#### **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

#### **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

#### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

#### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

#### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.



**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

**F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

**F.3.8.3** Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F.3.11.3 Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NP$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

*NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

#### **F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

*NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to



F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
*NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  
*NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer.

*W1* 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.

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + (\frac{P - P_m}{P_m}))$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 + (\frac{P - P_m}{P_m}))$	$A = P_m / P$

<sup>a</sup> *P<sub>m</sub>* is the comparative offer of the most favourable comparative offer.

*P* is the comparative offer of the tender offer under consideration.

#### **F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

#### **F.3.11.9 Scoring quality**

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: SO is the score for quality allocated to the submission under consideration;  
MS is the maximum possible score for quality in respect of a submission; and  
W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

#### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### **F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



Transnet SOC Ltd

Enquiry number: EFT-3414039-001 E

Description of Works: Provision of OHTE Resources and Substation Upgrade –Piet Retief to Wonderfontein

## T2.1 List of Returnable Documents

### 1. Returnable Schedules

- T2.2-4 Availability of equipment and other resources
- T2.2-7 Management and CV's of key persons
- T2.2-8 Schedule of proposed Subcontractors/consultants
- T2.2-9 Insurance provided by the Contractor
- T2.2-14 Authority to submit tender
- T2.2-15 Certificate of attendance at tender clarification meeting
- T2.2-16 Record of addenda to tender documents
- T2.2-17 Compulsory Enterprise Questionnaire
- T2.2-20 Quality Plan
- T2.2-21 Environmental Management Plan
- T2.2-22 Health & Safety Plan
- T2.2-24 Capacity and ability to meet delivery schedule
- T2.2-25 Previous experience
- T2.2-27 Annexure A: B-BBEE Preference Points Claim Form
- T2.2-31 Supplier Code of Conduct
- T2.2-33 Mutual Non-Disclosure Agreement
- T2.2-36 RFP Declaration Form
- T2.2-38 Declaration of Understanding (Environmental and Health & Safety)
- T2.2-43 RFP – Breach of Law
- Health and Safety Questionnaire
- Annexure B: Request for Proposal Guidelines for Completion of the Supplier Development BID Document

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

- T2.2-34 Supplier Declaration Form
- 2. C1.1 Offer portion of Form of Offer & Acceptance**
- 3. C1.2 Contract Data Part 2: Data by Contractor**
- 4. C2.2 Price List**



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freight rail

## T2.2 Returnable Schedules



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

[illegible]

## Tenderer

## T2.2-7 : Management & CV's of Key Persons – TSC<sup>1</sup>

Please describe the management arrangements for the *works*.

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

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

The scoring will be as follows:

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

<sup>1</sup>NEC3 Term Service Contract (June 2005)(amended June 2006).

**Attached submissions to this schedule:**

.....

.....

.....

.....

.....

.....

Signed

Date

Name

Position

Tenderer

“PREVIEW COPY ONLY”

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

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

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

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

Signed

Date

Name

Position

Tenderer

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

Clause 83.1 in NEC3 Term Service Contract (June 2005)(amended June 2006) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 83.2 of the TSC)	Name of Insurance Company	Cover	Premium
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property			
Loss of or damage to Plant and Materials			
Loss of or damage to Equipment			
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service.			
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
(Other)			

Signed

Date

Name

Position

Tenderer



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

Clause 83.1 in NEC3 Term Service Contract (June 2005)(amended June 2006) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 83.2 of the TSC)	Name of Insurance Company	Cover	Premium
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property			
Loss of or damage to Plant and Materials			
Loss of or damage to Equipment			
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service.			
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
(Other)			

Signed

Date

Name

Position

Tenderer

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

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

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

This is to certify that

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

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

Held at:		
On (date)	_____	Starting time: _____

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

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

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

Name

Signature

Capacity

Name

Signature

Capacity

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

Name

Signature

Capacity

Date & time

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

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



## T2.2-17 : Compulsory Enterprise Questionnaire

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

Company registration number . . . . .

Close corporation number . . . . .

Tax reference number . . . . .

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

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

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

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

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

\*insert separate page if necessary

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

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

- |  |   |
|--|---|
| <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:

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

Signed

Date

Name

Position

Enterprise  
name

## T2.2-17 : Compulsory Enterprise Questionnaire

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

Company registration number . . . . .

Close corporation number . . . . .

Tax reference number . . . . .



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

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

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

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

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

\*insert separate page if necessary

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

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

- |  |   |
|--|---|
| <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:

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

Signed

Date

Name

Position

Enterprise  
name

## T2.2-20 : Quality Plan

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

1. Project Quality Plan for the contract.
2. The Contractor's Quality Policy.
3. Index of procedures to be used during the contract.
4. Audit Schedule for internal and external audits during the contract.
5. ISO 9001 certification.
6. Typical Quality Manual.
7. Typical Quality Control Plan.
8. Typical data book index.

**Attached submissions to this schedule:**

PREVIEW COPY ONLY

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

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

Tenderer \_\_\_\_\_

## T2.2-21 Environmental Management Plan

1. The tenderer must provide their environmental management policy and standard environmental management plan describing relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.

The following documents are key -

- 1) Transnet SOC Limited – SHEQ Policy,
  - 2) Transnet Capital Projects – HSE Policy,
  - 3) TCP-ENV-STD-002 Rev 0 Standard Environmental Specifications (SES).
2. By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statements and environmental specifications.
  3. The tenderer must demonstrate the required level of expertise and experience to overall construction environmental management process.
  4. Organisational charts and key safety, health and environmental (SHE) staff CVs showing staff competencies, together with qualifications.
  5. The tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual, including its own environmental management policy, as part of the overall quality management system.
  6. Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

By signing this Tender Schedule, the tenderer confirms that they will **comply** with the above requirements and in particular Transnet **policy statements and environmental specifications**.

The scoring of the Tenderer's Environmental Management Plan will be as follows:

<b>Poor</b> <b>(score 40)</b>	Environmental Management Plan unlikely to ensure compliance with stated <i>Employer's Service Information</i>
<b>Satisfactory</b> <b>(score 70)</b>	Environmental Management Plan possibly able to ensure compliance with stated <i>Employer's Service Information</i>
<b>Good</b> <b>(score 90)</b>	Environmental Management Plan likely to ensure compliance with stated <i>Employer's Service Information</i>
<b>Very good</b> <b>(score 100)</b>	Environmental Management Plan most likely to ensure compliance with stated <i>Employer's Service Information</i>

**Attached submissions to this schedule:**

.....

.....

.....

.....

.....

.....

.....

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description, type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
12. Complete and return with tender documentation the Contractor Safety Questionnaire (Attachment No 8) included in the Health and Safety Specification TCP-HAS-STD-0001 Rev 01.
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement

ONLY

**The scoring of the tenderer's health and safety plan will be as follows:**

<b>No response</b> (score 0)	Failed to provide information
<b>Poor</b> (score 40)	Tenderer has limited experience
<b>Satisfactory</b> (score 70)	Tenderer has relevant experience but has not dealt with the critical issues specific to the assignment.
<b>Good</b> (score 90)	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances.
<b>Very good</b> (score 100)	Tenderer has outstanding experience in projects of a similar nature.



## T2.2-24 : Capacity and Ability to meet Delivery Schedule

### Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that he has sufficient current and future capacity to carry out the work as detailed in the Service Information and that he has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature
- Current and future work on his order book, showing quantity and type of equipment
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on
- The work as covered in this Service Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

### Index of documentation attached to this schedule:

.....

.....

.....

.....

.....

.....

.....

Signed

Date

Name

Position

Tenderer

### T2.2-25: Previous Experience

**Note to tenderers:**

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

The scoring will be as follows:

Score	Prompt for judgement
<b>0 (No Response)</b>	No response.
<b>40 (Poor)</b>	Less than acceptable – response/ answer/ solution lacks convincing evidence of skill/ experience sought or medium risk that relevant skill will not be available.
<b>70 (Satisfactory)</b>	Acceptable response/ answer/ solution to the particular aspect of requirements and evidence given of skill/ experience sought.
<b>90 (Good)</b>	Above acceptable – response/ answer/ solution demonstrating extensive experience in relation to the project and has worked previously under similar conditions and circumstances.
<b>100 Very Good)</b>	Excellent – response/ answer/ solution gives real confidence that the tenderer has outstanding experience in projects of a similar nature.

Index of documentation attached to this schedule:

Signed

Date \_\_\_\_\_

Name

## Position

Tenderer



T2.2-27

**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. The bidder's claim for preference points in respect of its compliance targets for Further Recognition Criteria [FRC] will be evaluated in accordance with the FRC table incorporated in the RFP documents.

**1. INTRODUCTION**

1.1 Preference points shall be awarded as follows:

	POINTS
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
FURTHER RECOGNITION CRITERIA [FRC]	7

- 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 "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;
- 2.7 "contract" means the agreement that results from the acceptance of a bid by Transnet;

- 2.8 **"control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business;
- 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 **"person"** includes reference to a juristic person;
- 2.13 **"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;
- 2.14 **"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;
- 2.15 **"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
- 2.16 **"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.
- 3.2 Points scored will be rounded off to 2 [two] decimal places.
- 3.3 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.
- 3.4 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.
- 3.5 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 Preference points shall be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]	Number of Points [Maximum 20]	Number of Points [Maximum 30]
1	10	20	30
2	9	18	27
3	8	16	24
4	5	10	15
5	4	8	12
6	3	6	9
7	2	4	6
8	1	2	3
Non-compliant contributor	0	0	0

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

- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

## 5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 10, 20 or 30 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

## T2.2-31 : Supplier Code of Conduct

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

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

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

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

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

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

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



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

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

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

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

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



### **Conflicts of Interest**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

and

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

### 1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of ('the Purpose'). Each party ('the receiving party') shall treat as confidential all information and know-how which it may receive from the other party ('the disclosing party') in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

### 2. Definition

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

### 3. Exclusions

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

- 3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;
- 3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;

- 3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- 3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- 3.5. is approved for release by the disclosing party in writing.

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

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

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

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

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

## **6. Non-Solicitation**

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

## **7. Mandatory Disclosure**

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

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

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

## **9. No License Granted**

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

## **10. No Representations**

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

## **11. Term**

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

## **12. Miscellaneous**

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

## **13. Governing Law and Jurisdiction**

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

## **14. Disputes**

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

## **15. Remedies**

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

Signed

Date

Name

Position

Tenderer

“PREVIEW COPY ONLY”

## T2.2-36 : RFP DECLARATION FORM

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

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

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

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

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



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

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

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

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



## T2.2-38 : DECLARATION OF UNDERSTANDING

I,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Representing)

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

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

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

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

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

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

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

## Health, Safety Questionnaire

### 1. SAFE WORK PERFORMANCE

#### 1A. Injury Experience / Historical Performance

Use the previous three years injury and illness records to complete the following:

Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			

1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours

#### 1B. Workers' Compensation Experience

Use the previous three years injury and illness records to complete the following (if applicable):

Industry Code:	Industry Classification:
Year	
Industry Rate	
Contractor Rate	
% Discount or Surcharge	
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)	<input type="checkbox"/> Yes <input type="checkbox"/> No

### 2. Citations

2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:

### 3. Certificate of Recognition

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_

#### 4. Safety Program

Do you have a written safety program manual?

☐ Yes

☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes

☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

#### 5. Training Program

5A. Do you have an orientation program for new hire employees?

☐ Yes

☐ No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

5B. Do you have a program for training newly hired or promoted supervisors?

☐ Yes

☐ No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

Yes No

Yes

No

EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections?      Y      N      Weekly      Monthly      Quarterly  
☐      ☐      ☐      ☐      ☐

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

---

Who follows up on inspection action items?

Do you hold site safety meetings for field employees? If Yes, how often?  
Y      N      Daily      Weekly      Biweekly  
☐      ☐      ☐      ☐      ☐

Do you hold site meetings where safety is addressed with management and field supervisors?  
Y      N      Weekly      Biweekly      Monthly  
☐      ☐      ☐      ☐      ☐

Is pre-job safety instruction provided before to each new task?      ☐ Y      ☐ N

Is the process documented?      ☐ Y      ☐ N

Who leads the discussion?

Do you have a hazard assessment process?      ☐ Y      ☐ N

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

---

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?  
☐ Yes      ☐ No

---

How does your company measure its H&S success?

- Attach separate sheet to explain

## 7. Safety Stewardship

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vice President/Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totalled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totalled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Sub totalled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Sub totalled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totalled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totalled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Sub totalled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Sub totalled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 8 Personnel

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

## 9 References

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number

## **Annexure B**

### **REQUEST FOR PROPOSAL**

#### **GUIDELINES FOR COMPLETION OF THE SUPPLIER DEVELOPMENT BID DOCUMENT**

“PREVIEW COPY ONLY”

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### Note

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



## 1 What is Supplier Development?

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

## 2 Background and Guidance on the Supplier Development Objectives for South Africa

As a developing economy with inherent structural and social imbalances, South Africa is facing the significant economic challenge of increasing growth in a manner that includes all South Africans. The historical lack of investment in infrastructure in South Africa has negatively impacted on local industry, resulting in a loss of key skills and a decrease in manufacturing industry capabilities. To respond to this, Government policies have been designed to address these imbalances and to act as a catalyst of change for the benefit of South Africa.

One of these Government policies, the New Growth Path (**NGP**) aims to enhance growth, employment creation and equity by reducing the dependencies of South African industries on imports, and promoting the development of skills and capabilities that are in short supply within the country. It identifies strategies that will enable South Africa to grow in a more equitable and inclusive manner and promotes the development of new industry to attain South Africa's developmental agenda.

Transnet's SD effort is closely aligned to the NGP objectives and as a result we are able to fulfil our commitment to sustainability within South Africa whilst at the same time addressing other corporate objectives including increasing productivity and efficiency, volume growth, capital investment, financial stability, funding, human capital, SHEQ regulatory compliance and improving customer service.

The combined objectives of Transnet and Government will be realised through:

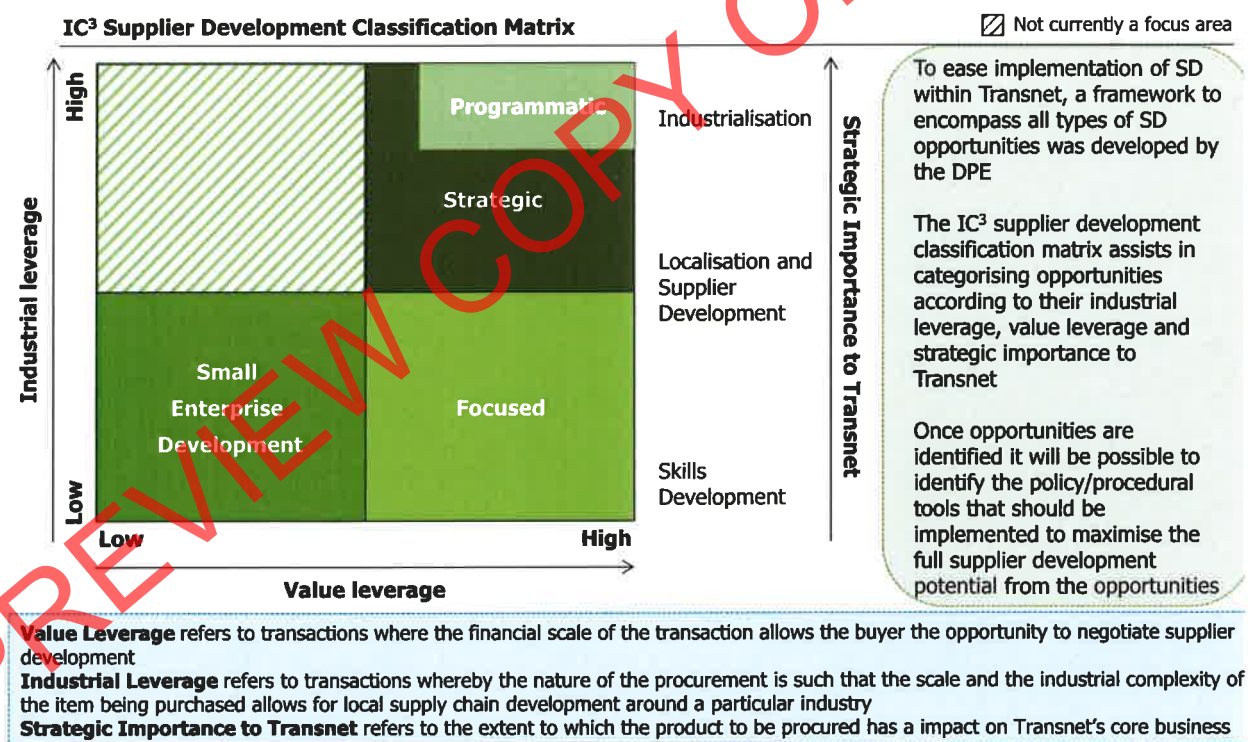
- aggressively implementing capital investment plans which will result in competitive local industries;
- improving operational efficiency;
- using procurement to influence the development of the local supplier industry; and
- ensuring it creates sufficient economic opportunities for the participation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

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

### 3 Transnet's Supplier Development Objectives and Framework

To aid its implementation of SD, Transnet has adapted an existing framework from the DPE. This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier Development initiatives aim to assist local suppliers in developing their competitive advantage through increasing their capability and capacity potential. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC<sup>3</sup>) Supplier Development Classification Matrix.

This framework encapsulates the types of SD opportunities which Transnet currently considers effective and allows Transnet to move its SD structure away from a dynamic policy environment towards a framework that is designed around general Supplier Development objectives. This enables Transnet to adopt a standard structure but also allows the flexibility to reconsider emphasis on certain aspects as objectives change. The IC<sup>3</sup> Matrix (refer to Figure 1 below) categorises SD opportunities in a matrix based on their value, extent of industrial leverage and strategic importance to Transnet. Further categorisation of opportunities into the relevant quadrants is based on supplier-buyer power, industrial complexity, risk and the length of procurement period.



**Figure 1: The IC<sup>3</sup> Supplier Development Classification Matrix**

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

#### 3.1 Programmatic

Programmatic initiatives follow a longer than normal planning horizon and generally exceed the funding capacity of Transnet's balance sheet. Collaboration between the SOC and Government is achieved through focused task teams whereby infrastructure development and industrialisation is achieved through joint support and in some cases public spending. Investment is focused in plant,

technology and skills in both intermediate and advanced capabilities to develop competitive advantage.

### 3.2 **Strategic**

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

### 3.3 **Focused**

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

### 3.4 **Small Enterprise Development**

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

## 4 **Response based on the IC<sup>3</sup> Matrix Quadrants**

Based on the supplier-buyer power, industrial complexity, risk and the length of procurement period, the Service Provider is expected to formulate a SD Bid Document to identify the opportunities that it will pursue. Ideally the SD Bid Document should address factors that are specific to the applicable quadrant of the IC<sup>3</sup> matrix.

Transnet has identified a number of opportunities which may aid a Service Provider in formulating its response based on each quadrant. Each of the opportunities identified by the Service Provider should have a direct or indirect effect on the value it creates for the country in order to maximise the socio-economic impact.

Based on the strategic objectives, emphasis on SD evaluation categories will differ by IC<sup>3</sup> quadrants

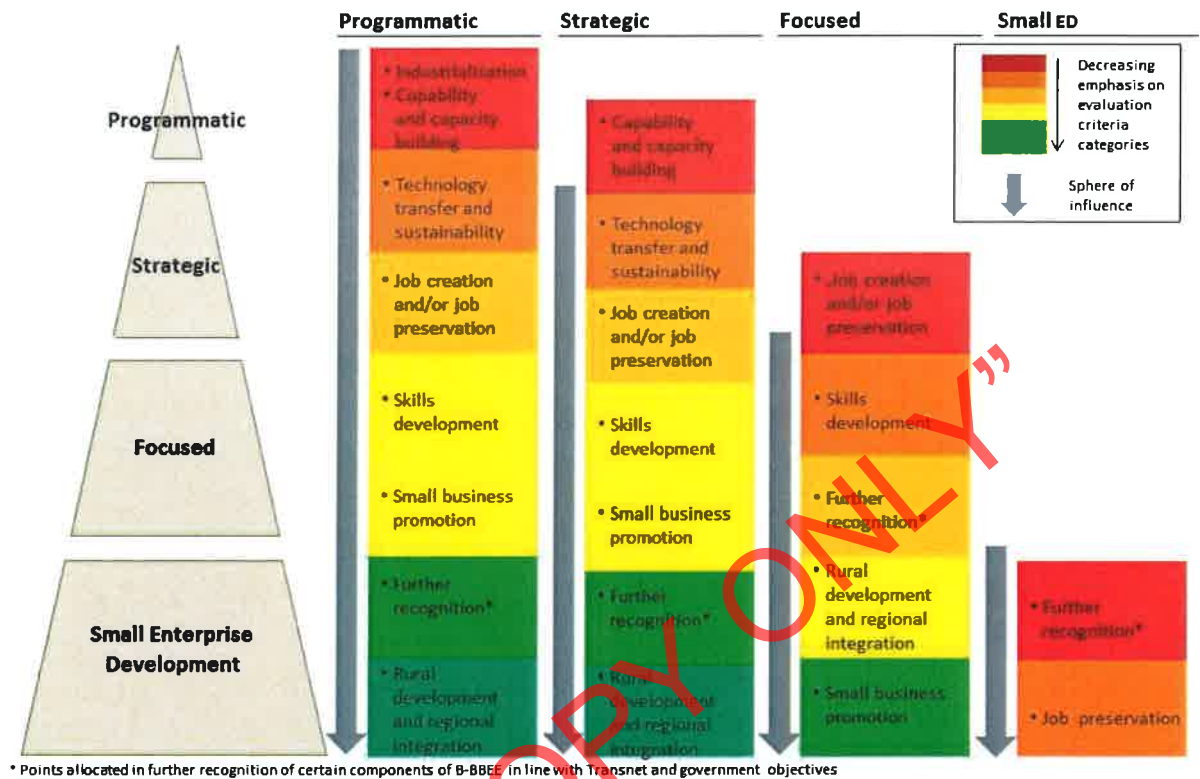


Figure 2: Transnet value capture through supplier influence

#### 4.1 Programmatic

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

##### a) Programmatic Focus Areas -

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

##### b) Key Outcomes -

- Industrialisation
- Manufacturing capability and capacity building
- Technology transfer
- Skills development

#### 4.2 Strategic

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

- a) Strategic Focus Areas -
  - Capability and capacity building in South Africa
  - Transfer of technology and innovation to local suppliers from foreign OEM's
  - Skills development related to the industry
  - Development of local companies aligned to empowerment objectives
- b) Key Outcomes -
  - Increased S.A. manufacturing capability and capacity
  - Increased technology transfer
  - Skills development
  - Job creation/preservation

#### 4.3 Focused

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

- a) Focused Focus Areas -
  - Developing a local supplier base that supports preferential procurement outcomes
  - Developing skills within the specific industry
  - Creating opportunity for job preservation
  - Reducing income inequality in specific regions
- b) Key Outcomes -
  - Empowerment
  - Skills development
  - Rural development
  - Job creation/preservation

#### 4.4 Small Business Development

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

- a) Small Business Development Focus Areas -
  - Providing small businesses with opportunities and preferential trading terms, increased focus on Black woman-owned enterprises, focus on the youth, people with disabilities and region-specific initiatives

- Empowering previously disadvantaged individuals to create their own businesses resulting in quality job creation
- b) Key Outcomes -
  - Empowerment
  - Rural development
  - Skills development
  - Job creation/preservation

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

## 5 Supplier Development Category Definitions and High Level Descriptions

### 5.1 Industrialisation

Industrialisation refers specifically to industrial development that will result in globally leading capabilities within South Africa.

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

### 5.2 South African Capability and Capacity Building

South African capability and capacity building refers specifically to industrial development that focuses on value-added activities for the local industry through manufacturing or service-related functions.

Criteria	Description
➤ Value-added manufacturing activity/activities to be undertaken in South Africa	➤ Description of value-added activities to be performed during the contract period in South Africa
➤ Service-related functions to be undertaken in South Africa	➤ Description of service-related functions to be performed during the contract period in South Africa
➤ Number of local suppliers in the supply chain	➤ Number of South African suppliers that are to be utilised in the fulfilment of a contract



### 5.3 Technology transfer/sustainability

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

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

### 5.4 Skills development

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

Criteria	Description
➤ Number of downstream supply chain individuals to be trained including: <ul style="list-style-type: none"> <li>• Number of artisans trained</li> <li>• Number of technicians trained</li> <li>• Number of black people trained</li> <li>• Total number of people trained</li> </ul>	➤ Number of individuals that the Service Provider plans to train in the local industry over the contract period; training undertaken in the previous year will be taken into account
➤ Number of company employees to be trained	➤ Number of individuals within the company (in South Africa) that the Service Provider plans to train over the contract period; training undertaken in the previous year will not be taken into account as past employee training appears in the skills development pillar of the B-BBEE scorecard; criteria broken down as for industry training above
➤ Certified training (yes/ no)	➤ Compliance with local and/or international skills accreditation

Criteria	Description
➤ Rand value spent on training	➤ Total planned monetary value spend (as a % of contract value) on skills development /training for the contract period within the industry; money spent in the previous year will be included in year 1 to make allowance for Service Providers who have just completed a training drive within the industry
➤ Number of bursaries/ scholarships (specify field of study)	➤ The number of higher education bursaries/scholarships provided in the previous year and planned for the length of the contract
➤ Number of apprentices (sector must be specified)	➤ The number of apprentices that the Service Provider plans to enlist during the course of the contract
➤ Investment in Schools in specific sectors e.g. engineering	➤ The monetary value that the Service Provider is prepared to invest in the development and running of schools to increase technical skills development

#### 5.5 Job creation/preservation

Job creation and/or preservation allows assessment of Government's objectives to increase labour absorption, focusing on unskilled workers and the youth.

Criteria	Description
➤ Number of jobs preserved	➤ Number of jobs which would be preserved through Award of Contract
➤ Number of jobs created including: <ul style="list-style-type: none"> <li>• New skilled jobs created</li> <li>• New unskilled jobs created</li> </ul>	➤ Number of jobs to be created during the period of the contract <ul style="list-style-type: none"> <li>• Jobs for people in a specialised field of work requiring a defined training path and / or requisite level of experience in order for them to perform that role. These people could be in possession of a certificate, diploma or degree from a higher education institution.</li> <li>• Jobs for people where the field of work does not require extensive formal training or from whom no minimum level of education is required</li> </ul>
➤ Number of jobs created for youth	➤ Jobs created for individuals aged 16 – 30 years
➤ Number of jobs created for Black youth	➤ Jobs created for Black individuals aged 16 – 30 years



## 5.6 Small business promotion

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

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

## 5.7 Rural development/integration

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

Criteria	Description
<ul style="list-style-type: none"> <li>➤ Number of local employees</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of people employed from within the town/city of operation</li> </ul>
<ul style="list-style-type: none"> <li>➤ Value spent on local business</li> </ul>	<ul style="list-style-type: none"> <li>➤ Monetary value spent on businesses within the town/city of operation</li> </ul>
<ul style="list-style-type: none"> <li>➤ Proximity of business to operations</li> </ul>	<ul style="list-style-type: none"> <li>➤ The locality of the business in relation to operations, preference is given for regional (provincial) locality</li> </ul>
<ul style="list-style-type: none"> <li>➤ Number of rural businesses to be developed</li> </ul>	<ul style="list-style-type: none"> <li>➤ The number of rural businesses that the Service Provider plans to develop as a result of the contract</li> </ul>
<ul style="list-style-type: none"> <li>➤ Value of development to local community (sustainable)</li> </ul>	<ul style="list-style-type: none"> <li>➤ The monetary value spent on rural community development that will result in long-term social improvements</li> </ul>

## 6 Market Intelligence Assistance

Service Providers with limited knowledge of the local market, supply base and its capabilities may require assistance in identifying local suppliers and the development needs in order to develop its SD Bid

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

- 6.1 Performance data relating to -
  - a) Financial performance
  - b) Customer data
  - c) Processes
  - d) Learning & growth
- 6.2 Company's current business situation -
  - a) Plans for the business and capabilities to manage their fulfilment
  - b) Ability to generate business
  - c) Employee relationships
  - d) Developing new markets
  - e) Developing products and services
  - f) Managing money

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

## 7 Government Policy Documents

NIPP [http://www.thedti.gov.za/industrial\\_development/nipp.jsp](http://www.thedti.gov.za/industrial_development/nipp.jsp)

IPAP2 <http://www.thedti.gov.za/DownloadFileAction?id=561>

CSDP <http://www.dpe.gov.za/res/transnetCSDP1.pdf>

NGP <http://www.thepresidency.gov.za/pebble.asp?relid=2323>

## 8 Other Reference Websites

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

## GLOSSARY OF WORDS

**Broad-Based Black Economic Empowerment (B-BBEE)**

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

**Enterprise Development (ED)**

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

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

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

**Integrated Supply Chain Management (iSCM)**

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

**New Growth Path (NGP)**

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

**Original Equipment Manufacturer (OEM)**

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

**Socio-economic Development**

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

**State Owned Company (SOC)**

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

**Supplier Development (SD)**

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

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

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

**SUPPLIER DEVELOPMENT - BIDDERS RESPONSE - ANNEXURE C1\_TENDER NO: 341-4039**

**This section must be duly completed in terms of this procurement event/tender/RFP (over the contract and warranty period/s).**

SD CATEGORY		SD VALUE INDICATORS				
SD CATEGORY		SD VALUE INDICATORS				
3.1	Skills Development	SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE	BID REFERENCE
3.1.1	How many (Number) of Artisan will be trained?					
3.1.2	What is the Proposed Monetary value of Artisans to be trained (in terms of 3.4.1 above)					
3.1.3	How many (Number) of Artisans to be trained will be to Historically Disadvantaged Individuals/Contractors)					
3.1.4	How many (Number) of Artisans to be trained will be to Black women					
3.1.5	How many (Number) of Artisans to be trained will be to Black Youth					
3.1.6	How many (Number) BURSARIES/SCHOLARSHIPS to be offered to Artisans					
3.1.7	How many (Number) BURSARIES/SCHOLARSHIPS to be offered to Artisans who are Historically Disadvantaged Individuals/Contractors)					
3.1.8	How many (Number) BURSARIES/SCHOLARSHIPS to be offered to Artisans who are Black women					
3.1.9	How many (Number) BURSARIES/SCHOLARSHIPS to be offered to Artisans who are black youth					
3.1.10	What is the VALUE of BURSARIES/SCHOLARSHIPS to be offered to Artisans					
3.1.11	What is the bidders Contribution towards SA APPRENTICESHIPS programme - Number					
3.1.12	How many (Number) APPRENTICESHIPS to be offered to Historically Disadvantaged Individuals/Contractors)					
3.1.13	How many (Number) APPRENTICESHIPS to be offered to Black women					
3.1.14	What is the bidders Contribution towards SA APPRENTICESHIPS programme - Value					
3.1.15	Are any of the training interventions recognised qualifications in terms of NQF, SETA or other? Please specify (YES OR NO)					

SD CATEGORY		SD VALUE INDICATORS				
SD CATEGORY		SD VALUE INDICATORS				
3.2	Job Creation	SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE	BID REFERENCE
3.2.1	How many (Number) of New Skilled jobs will be created					
3.2.2	How many (Number) of New Skilled jobs will be created in the RURAL areas					
3.2.3	How many (Number) of New Skilled jobs will be to Historically Disadvantaged Individuals/Contractors)					
3.2.4	How many (Number) of New Skilled jobs will be to Black women					
3.2.5	How many (Number) of New Skilled jobs will be to the youth					
3.2.6	How many (Number) of New Semi-Skilled jobs will be created					
3.2.7	How many (Number) of New Semi-Skilled jobs will be created in the RURAL areas					
3.2.8	How many (Number) of New Semi-Skilled jobs will be to Historically Disadvantaged Individuals/Contractors)					
3.2.9	How many (Number) of New Semi-Skilled jobs will be to Black women					
3.2.10	How many (Number) of New Semi-Skilled jobs will be to the youth					

SD CATEGORY		SD VALUE INDICATORS				
SD CATEGORY		SD VALUE INDICATORS				
3.3	Job Maintenance / Preservation	SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE	BID REFERENCE
3.3.1	How many (Number) Jobs will be Maintained/Preserved					
3.3.2	- By the Bidder/Tenderer					
3.3.3	- By Sub-Contractors					
3.3.4	- By the Suppliers					
3.3.5	- By Other					

## T2.2-34: Supplier Declaration Form

### Transnet Supplier Declaration / Application

#### THE FINANCIAL DIRECTOR OR COMPANY SECRETARY:

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

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

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

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

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

#### IMPORTANT NOTES:

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

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

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### i) Supplier Declaration Form

Company Trading Name								
Company Registered Name								
Did your company previously operate under another name?							Yes	No
If <b>YES</b> state the previous name below								
Trading Name								
Registered Name								
Company Registration Number Or ID Number If A Sole Proprietor								
Form of entity		CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
Is your company VAT Registered?		Yes	No	Exempt				
If <b>Yes</b> , state VAT Registration Number								
If <b>No or Exempt</b> , state reason								
Bank Name		Bank Account Number						
Company Physical Address					Code			
Company Postal Address					Code			
Company Telephone number								
Company Fax Number								
Company E-Mail Address								
Company Website Address								
Contact Person								
Designation								
Telephone								
Email								
Last Financial Year Annual Turnover		<R1Million	R1-R5Million	R5-R35Million	>R35Million			
Indicate using a 'X' the business sector in which your company is involved / operating								
Agriculture								
Manufacturing								
Electricity, Gas and Water								
Retail, Motor Trade and Repair Services								
Catering, accommodation and Other Trade								
Community, Social and Personal Services								
Mining and Quarrying								
Construction								
Finance and Business Services								
Wholesale Trade, Commercial Agents and Allied Services								
Transport, Storage and Communications								
Other (Specify)								

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## ii) Category of Supplier

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

Company Trading Name			
Company Registered Name			
A. Are you a supplier of goods and / or products?	Yes		No
If yes, what goods and / or products are being supplied?			
B. Are you a supplier of service and / or labour?	Yes		No
If yes, what service and / or labour are being supplied?			

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

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

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

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

### BBBEE Ownership Details

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

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

Name		Designation	
Signature		Date	

### Stamp And Signature Of Commissioner Of Oath

Name		Date	
Signature		Telephone No	



### Internal Transnet Departmental Questionnaire

Company Trading Name	
Company Registered Name	

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

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

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

Name		Designation	
Signature		Date	

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

### A. Internal Document Checklist

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

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

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

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## Annexure A

Company Trading Name	
Company Registered Name	

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

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

### For admin purposes only:

	Yes	No				
Labour broker exempt therefore not an employee and no PAYE to be deducted ( Accounts Payable)						
Labour broker without an IRP 30 exemption certificate therefore regarded as an employee and PAYE must be withheld (HR / Payroll)						
Certified copy of IRP30 exemption certificate received?						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; padding: 2px;">Name</td> <td style="width: 50%; border: none; padding: 2px;">Signature</td> </tr> <tr> <td style="border: none; padding: 2px;">Position</td> <td style="border: none; padding: 2px;">Date</td> </tr> </table>	Name	Signature	Position	Date		
Name	Signature					
Position	Date					

## Annexure B

Company Trading Name	
Company Registered Name	

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

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

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**For admin purposes only:**

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

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## Annexure C

Company Trading Name	
Company Registered Name	

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

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

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**For Admin purpose only:**

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

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compulsory documentation in relation

Vendor I

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

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

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

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## C1.1 Form of Offer & Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **The Provision for OHTE Resources and Substation Upgrade.**

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

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

The offered total of the Prices exclusive of VAT is	N/A: TASK ORDER
Value Added Tax @ 14% is	N/A: TASK ORDER
The offered total of the Prices inclusive of VAT is	N/A: TASK ORDER
(in words)	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the  
Employer

**TRANSNET SOC LTD, Carlton Centre, 150 Commissioner Street, Johannesburg**

Name &  
signature of  
witness

Date

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

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		

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

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

### For the tenderer:

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

### For the Employer

**TRANSNET SOC LTD**  
**Carlton Centre**  
**150 Commissioner Street**  
**Johannesburg**

## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options of the NEC3 Term Service Contract (June 2005) <sup>1</sup> (and amendments June 2006)	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b> <b>X19: Task Order</b>
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>
	Address	Registered address: <b>Carlton Centre</b> <b>150 Commissioner Street</b> <b>Johannesburg</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Freight Rail (RME)</b> <b>Cnr. North Reef &amp; Jet Park Road</b> <b>Elandsfontein</b> <b>1406</b>
		<b>Postal Address:</b>  <b>P.O. Box 8205</b> <b>Elandfontein</b> <b>South Africa 1406</b>
	Tel No.	<b>011 878 7111</b>
	Fax No.	<b>011 826 6912</b>
10.1	The <i>Service Manager</i> is	<b>Mr Laurence Seikaneng</b>
	Address	<b>Cnr. North Reef &amp; Jet Park Road</b> <b>Elandsfontein</b> <b>1406</b>
	Tel	<b>011 878 7111</b>
	Fax	<b>011 826 6912</b>
	e-mail	<b>Lauerence.seikaneg@transnet.net</b>

11.2(2)	The Affected Property is	<b>Piet Retief/Wonderfontein</b>
11.2(13)	The <i>service</i> is	<b>The Provision of OHTE Resources and Substation Upgrade</b>
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information is in	<b>Part C3 of the Contract</b>
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period</i> for reply is	<b>Two weeks</b>
2	<b>The Contractor's main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>One week after the Contractor receives one fully completed copy of this document, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance</b>
30.1	The <i>service period</i> is	<b>Twenty Four(24) months</b>
4	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>On the 10<sup>th</sup> of the month</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of the Standard Bank South Africa.</b>
6	<b>Compensation events</b>	(If the optional statement for this section is not used, no data will be required for this section)
7	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	

83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>Replacement value of the damaged assets</b>
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	<b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b>
	The <i>Employer</i> provides this insurance from the Insurance Table	
	The insurance against loss of or damage to the <i>works</i> , Plant and Materials as stated in the insurance policy for contract works and public liability selected from: Blanket Principal Controlled Insurance (BPCI) Principal Controlled Insurance (PCI), Principal Controlled Contractors Liability Insurance, Principal Controlled Insurance One-off; and Project Specific Insurance	<b>BPCI</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Principal Controlled insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>To the extent as stated in the Principal Controlled insurance policy for Contract Works / Public Liability.</b>
	The deductibles are:	<b>As stated in the Principal Controlled insurance policy for Contract Works / Public Liability.</b>
	2 Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, plant, materials &amp; equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the Principal Controlled insurance policy for Contract Works / Public Liability.</b>
	Cover / indemnity	<b>Is to the extent as stated in the Principal Controlled insurance policy for Contract Works / Public Liability.</b>
	The deductibles are	<b>As stated in the Principal Controlled insurance policy for Contract Works / Public Liability.</b>



84.1	3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the Principal Controlled insurance policy for contract Works and Public Liability.</b>
		Cover / indemnity	<b>Is to the extent as stated in the Principal Controlled insurance policy for Contract Works / Public Liability.</b>
		The deductibles are:	<b>As stated in the Principal Controlled insurance policy for Contract Works / Public Liability.</b>
	4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon.</b>
		Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon.</b>
		The deductibles are	<b>The deductibles are in respect of each and every theft claim 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
84.1	The <i>Contractor</i> provides these additional insurances.		
			<ol style="list-style-type: none"> <li><b>Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R1,000,000.</b></li> <li><b>The insurance coverage referred to in 1 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</b></li> </ol>
9	<b>Termination</b>		<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
10	<b>Data for main Option clause</b>		
A	<b>Priced contract with price list</b>		
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than		<b>N/A</b>



## 11 Data for Option W1

W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Johannesburg
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)

## 12 Data for secondary Option clauses

X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Three (3) days of receiving the Task Order



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## PART C2: PRICING DATA

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



## C2.1 Pricing instructions: Option A

### 1.1 The conditions of contract

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

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

Option A states:

**Identified 11  
and defined  
terms**

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

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

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

### 1.3 Measurement and Payment

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

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

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

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

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



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## C2.2 Price List

Item no	Description	Unit	Rate	Price
	<b>SECTION A: EMERGENCY and MAINTENANCE WORK</b>			
	<b>Maintenance work (Normal time)</b>			
	- per day shift			
	- Exclude vehicles			
1	Site Supervisor - Normal time. (x2)	Hr/ea		
2	Junior Supervisor - Normal time. (x0)	Hr/ea		
3	Senior Technical Worker (Normal time) (x16)	Hr/ea		
4	Flagmen (Normal time) (x9)	Hr/ea		
5	Infra workers (Normal time)(x35)	Hr/ea		
6	Driver (Normal time)(x6)	Hr/ea		
	<b>Maintenance (Saturday- &amp; Overtime)</b>			
	- Exclude vehicles			
7	Supervisor (Overtime) (x2)	Hr/ea		
8	Junior Supervisor (Overtime) (x0)	Hr/ea		
9	Senior Technical Worker (Overtime) (x16)	Hr/ea		
10	Flagmen (Overtime) (x9)	Hr/ea		
11	Infra workers (Overtime) (x35)	Hr/ea		
12	Driver (Overtime) (x6)	Hr/ea		
	<b>Maintenance work (Sunday- &amp; PPH time)</b>			



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	<b>- Exclude vehicles - nill km travel.</b>			
13	Supervisor (Sunday- & PPH time)	Hr/ea		
14	Junior Supervisor (Sunday- & PPH time)	Hr/ea		
15	Senior Technical Worker (Sunday- & PPH time)	Hr/ea		
16	Flagmen (Sunday- & PPH time)	Hr/ea		
17	Infra workers (Sunday- & PPH time)	Hr/ea		
18	Driver (Sunday- & PPH time)	Hr/ea		
	<b>Emergency work- Exclude vehicles</b>			
19	Supervisor (Emergency time)	Hr/ea		
20	Junior Supervisor (Emergency time)	Hr/ea		
21	Senior Technical Worker (Emergency time)	Hr/ea		
22	Flagmen (Emergency time)	Hr/ea		
23	Infra workers (Emergency time)	Hr/ea		
24	Driver (Emergency time)	Hr/ea		
	<b>VEHICLES and heavy plant</b>			
25	LDV Rental: *2 (rate per each)	Day		
26	LDV: Travelling cost for first 2500km per month / vehicle.	km		
27	LDV: Travelling cost in excess of 2500km per month / vehicle.	Km		
28	Microbus 16 Seater Rental: *2 (rate per	Day		



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	each)			
29	Microbus: Travelling cost for first 2500km per month / vehicle.	Km		
30	8T Crane truck Rental: *2 (rate per each)	Day		
31	8T Crane truck: Travelling cost for first 2500km per month / vehicle.	km		
32	8T Crane truck: Travelling cost in excess of 2500km per month / vehicle.	Km		
	<b>SECTION B: PRELIMINARY &amp; GENERAL =TIME RELATED ITEMS</b>			
33	Office and storage facilities: - Daily running - includes material control	Day		
34	Team tools & tradehand toolbox.	Day		
34	Provide 5kVA generator & portable lighting for maintenance team on standbay - include petrol.	Day		
36	Telephone Communications, Water supply & electricity.	Day		
37	Contract Supervision (& their Transport)	Day		
38	Staff living out allowance	Day		
39	Staff accommodation.	Day		
40	Standby allowance (per day per HALF team)	Day		

The total of the Prices

## 3: Scope of Work: Service Information

### C3.1 Service Information

#### 1. Construction of OHTE & Transmission Lines

- The Contractor's as and when required team will be responsible to work on minor projects such as replacement projects and refurbishment work. The team may be called out to assist RME teams on minor project work viz. Copex Projects in order to expedite completion dates of these contracts.
- The Contractor's as and when required team will also be responsible to work on major projects such as upgrade and capacity increase contracts. The team will be required to, if needs be, also assist RME teams on major project work viz. Capex Projects in order to fast track completion or end dates of these contracts.

**The construction activities will include amongst others the following (i.e. not limited to):**

- Trenching for LV/MV cables
- Installation of LV/MV cables
- Jointing and termination of LV/MV Cables
- Digging of holes for OHTE foundations (4bolt and 6-bolt types)
- Casting of mast foundations
- Erection of steel masts
- Installation of small part steel on OHTE masts
- Removal of old contact wire and installation of new one
- Replacing copper catenary wire with tiger wire
- Installation of FCC jumpers, C-jumpers and steel/coppers droppers
- Installation feeder wire (500/800 mm<sup>2</sup>)
- Installation of bonding
- Replacement of OHTE insulators with vandal-proof insulators
- Replacement of pin insulators on the transmission line
- Replacement/upgrade of OHTE switch structures
- Installation of transmission line phase wires
- Upgrade of OHTE H-frames
- Installation of spark gaps/surge arrestors on OHTE masts
- Trenching and installation of earth mats/grids
- Installation/Mounting of 11kV or 6.6 kV transformers and their associated equipment along the OHTE lines
- Servicing of OHTE track switches
- Rebuilding the above-mentioned infrastructure after an emergency (hook-up or derailments).





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## 2. Breakdown Maintenance

- The Contractor's as and when required maintenance team shall with the company of their supervisor attend to incidents within reasonable times. The equipment or system repairs shall comply with relevant acceptable Transnet Freight Rail standards.
- The Contractor shall work on incidents such as hook-ups, thefts, derailments and all other associated repair work due to incidents and maintenance requirements as deemed necessary by the Production Manager.
- The contractor's personnel/maintenance staff shall not vacate site prior to the emergency work being completed or the line open for safe passage of trains unless a relieve team has been arranged and has arrived on site. The maximum hours of work before a relief shift take over outstanding works is twelve hours (12hrs). No work will be allowed to be done after the 12hr mark utilising a similar team.
- The Contractor's as and when required maintenance team shall provide a standby plant (5kVA Generator) and sufficient lighting equipment that has minimum luminance intensity as prescribed by facilities regulation in terms of the Health and Safety Act 85 of 1993. The contractor complies also to other legislation and regulations governing night and shift work.

## 3. Contractor's Staff

- The Contractor will be responsible for staff related issues including training, certification, rostering, PPE, accommodation, food, water and all other associated staff related issues shall be allowed for in the schedule of quantities.
- The Contractor shall ensure that proper supervision and safety of his staff on site are provided. All relevant TFR safety instructions and specifications shall be adhered to at all times.
- The Contractor's staff shall from time to time be requested to perform alcohol breathalyser tests by a qualified person in accordance with Transnet Health and Safety requirements.
- The Contractor to conduct daily DSTIs (Daily Safety Task Instruction) and shall keep records thereof. In addition to that, the Contractor's manager shall conduct VFLs (visible felt leadership) and have monthly safety meetings on site with his personnel. The minutes of the meeting shall be forwarded to the Production Manager and Project Manager. The Contractors supervisor shall attend ALL monthly safety meetings chaired by the Transnet Freight Rail safety representative.
- No Poaching of staff will be allowed. Transnet and contractor management to ensure maximum restrictions as regards as poaching is concerned. Compliance to this agreement will enhance and strengthen the employer's primary objective of sustaining the maintenance team and thus maintaining the spirit of mutual trust and co-operation.

## 4. Safety risk management

- The *Contractor* complies with the requirements of TCP-HAS-STD-001, E7/1 and High Voltage Safety Instructions.
- The *Contractor's* Health and Safety Plan complies with the Law of the Contract and satisfies Statutory Requirements including but not limited to:
  - Occupational Health & Safety Act and Construction Regulations.



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- COID Act
- National Railway Safety Act
- The *Contractor* ensures that its Subcontractors comply with the requirements of the TCP-HAS–STD-001.
- The *Contractor* complies with *Employers* safety requirements whilst making use of the Service.
- The roles and responsibilities of the various key personnel acting on behalf of the *Project Manager* with respect to the Safety Management Plan (SMP) and health and safety issues are stated as:
  - The Construction Manager is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.
  - The Project Site Safety Officer is responsible for ensuring that the Contractor complies with the SMP. The Project Site Safety Officer acts on behalf of the Project Manager.
- The CM is responsible for health and safety on the Site and Working Areas and reports to the *Project Manager*.
- Safety Plan for the contract;
- Safety Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

## 5. Environmental constraints and management:

The following method statements are required:

- Diesel tanks and refuelling procedures
- Dust control
- Emergency procedures for environmental incidents

### Vehicle and Equipment Refuelling Objective

To eliminate / control fuel and oil spillage at refuelling facilities

#### **Scope**

The standard applies to all refuelling, lubrication and oil changing requirements on all vehicles and machinery.

#### **Refuelling**

Engine driven compressors, pumps, air conditioners, and arc welders can have small leaks (usually oil) that can accumulate to become spills, which require clean up. These leaks become more evident if the equipment remains in the same place for an extended period of time. Damaged fuel tanks, fuel hoses, and fuel pumps can be sources of significant fuel leaks. Hydraulic systems can blow gaskets or hoses resulting in large quantities of hydraulic fluid spilled to the ground and under lock and key arrangements.

#### **Control**

No vehicles or machines shall be serviced or refuelled on Site except at designated servicing or refuelling locations, no oil or lubricant changes shall be made except at designate locations, or in case of breakdown or emergency repair.



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The *Contractor* shall store fuel and oil at a secure area, which shall be bunded and designed with a liner or paved surface to prevent spillage from entering the ground.

The *Contractor* shall provide details of its proposed fuel storage and fuelling facility to the Environmental Officer for approval, the design shall comply with the regulations of the *Water Act* (Act 36 of 1998), the *Hazardous Substances Act* (Act 15 of 1973), and the *Environment Conservation Act* (Act 73 of 1989).

### Spill Response

The *Contractor* shall comply with the regulations of the *Water Act* (Act 36 of 1998), the *Hazardous Substances Act* (Act 115 of 1973), and the *Environment Conservation Act* (Act 73 of 1989).

The *Contractor* shall provide details for approval of its spill response plan in the event of any spills of fuel, oils, solvents, paints or other hazardous Materials. The plan will show measures to be taken to remove contaminated soils from Site and demonstrate complete removal of contamination.

The *Contractor* shall instruct construction personnel on the following spill prevention and containment responsibilities:

- Repair all leaks of hydrocarbons or chemicals as soon as possible
- Take all reasonable means to prevent spills or leaks
- Do not allow sumps receiving oil or oily water to overflow
- Prevent storm water run-off from contamination by leaking or spilled drums of oil or chemicals
- Do not discharge oil or contaminants into storm sewer system

If a spill to land occurs, the *Contractor* is responsible for:

- Immediate action to stop or reduce the spill and contain it
- Actions necessary to prevent the spill from contaminating groundwater or off Site surface water
- Disposal of contaminated Material to location designated thereto
- Any spill to water has the potential to disperse quickly; therefore, the spill must be contained immediately using appropriate containment Equipment.

If a spill to water occurs, the *Contractor* is responsible for:

- Immediate action to stop or reduce the spill and contain it
- Notifying the appropriate on-Site authorities
- Actions necessary to prevent the spread of the contamination by deploying booms and/or absorbent Material
- Proper disposal of spilled Material

### Dust Management

#### Objective

The *Contractor* (associated with activities such as earthworks, geotechnical surveys, piling, storm water drainage, construction of roads and railways, foundations, brick building, operating workshops, fencing, erecting construction camps, and batch plant activities, etc.) shall submit a dust control plan for approval by the Environmental Officer.

#### Scope

Control of dust on the construction Site and access roads

#### Dust Management



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Material in transit should be loaded and contained within the load bin of the vehicle in such a way as to prevent any spillage onto the roads and the creation of dust clouds. If necessary, the load bin of the vehicle shall be covered with a tarpaulin to prevent dust.

Dust to be controlled on unsurfaced access roads and Site roads using sprayed water. The *Contractor* is responsible for managing dust generated as a result of his activities. The CM will be responsible for the dust control of the Site and Working Areas.

Some dust control measures, which are normally applied during construction, are presented in this section for inclusion by the *Contractor* in the *Contractor's* dust control method statement.

These dust-mitigating procedures include the following:

- Limit vehicle speeds on unpaved roads to 20 km/h
- Wash the paved surfaces within the construction area twice a week
- Minimise haulage distances
- Apply water to gravel roads with a spraying truck when required

Environmental friendly soil stabilisers may be used as additional measures to control dust on gravel road and construction area

- Dust suppression measures will also apply to inactive construction areas. (An inactive construction Site is one on which construction will not occur for a month or more.)
- Construction Material being transported by trucks must be suitable moistened or covered to prevent dust generation.
- Strip and store topsoil in separate stockpiles with mounds not exceeding 2m in height to, among other things, to prevent wind-blown dust.
- Minimise disturbance of natural vegetation during right-of-way construction (e.g. transmission lines and erection of fences) to reduce potential erosion, run-off, and air-borne dust.
- Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training).

Water for dust control shall be taken only from approved sources.

### **Fire prevention**

#### **Objective**

To minimise the risk of uncontrolled fires.

#### **Scope**

All activities on or near the Site that could initiate an uncontrolled fire.

#### **Fire control**

Fires shall only be allowed in facilities or Equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office Sites. All conditions incorporated in the requirements of the Occupational Health and Safety Act shall also be implemented.

### **Supply of water for human use**

#### **Objective**

To ensure that there is an adequate, safe water supply for all personnel on Site.

#### **Scope**

Managing the water supply on Site and controlling the abstraction of water from natural resources in the area.

#### **Collection of water from natural resources**

No water for domestic use (drinking water or for bathing or washing) shall be abstracted from any water resource (stream, river, or dam) without the express permission of the *Project Manager*. Such permission shall only be granted once it can be shown that the water is safe for use that there is sufficient water in the resource to meet the demand, and once permission has been obtained from the Department of Water Affairs in accordance with the requirements of the Water Act.

#### **Provision of drinking water**

Water for human consumption shall be available at the Site offices and at other convenient locations on site. The generally acceptable standard is that a supply of drinking water shall be available within 200m of any point on the construction Site.

### **Protection of livestock or game and the collection of firewood**

#### **Objective**

To prevent illegal activities potentially perpetrated by Site staff and to prevent the killing of any animals trapped in construction works or discovered on the construction Site or surroundings.

#### **Scope**

Managing the activities of Site staff during and after hours

#### **Poaching of livestock or game**

On no account shall any hunting or fishing activity of any kind be allowed. This includes the setting of traps, or the killing of any animal caught in construction works.

#### **Killing of animals**

On no account shall any animal, reptile or bird of any sort be killed. This specifically includes snakes or other creatures considered potentially dangerous discovered on Site. If such an animal is discovered on Site an appropriately skilled person should be summoned to remove the creature from the Site. Consideration should be given to selection and nomination of such a person prior to Site establishment. Where appropriate, training should be provided to at least two Site staff members.

#### **Collection of firewood**

The *Contractor* shall provide adequate facilities for all his staff so that they are not encouraged to supplement their comforts on Site by accessing what can be taken from the natural surroundings. The *Contractor* shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

#### **Environmental Awareness Training**

An Environmental Awareness Program is considered a necessary part of the Construction Environmental Management Plan for the Project. Training of the appropriate construction personnel will help ensure that all environmental regulations and requirements are followed to be defined in the relevant Method Statement to be prepared by the *Contractor*.

Objectives of environmental awareness training are:

- Environmental Management – protecting the environment from the effects of construction by making personnel aware of sensitive environmental resources



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- Regulatory compliance – complying with requirements contained in project – specific permit conditions, also complying with requirements in regional and local regulations
- Problem recognition and communication – training personnel to recognise potential environmental problems, i.e. spills, and communicate the problem to the proper person for solution
- Liability control - non-compliance with regulatory requirements can lead to personal and corporate liability.

All individuals on the Project construction Site will need to have a minimum awareness of environmental requirements and responsibilities. However, not all need to have the same degree of awareness. The required degree of knowledge is greatest for personnel in the Safety, Health, and Environmental Sections and the least for the manual personnel.

The *Contractor* shall keep a record of all the environmental related training of the personnel.

## 6. List of Documents

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

- E7-1/2 - Specification for Works on, over, under or adjacent to Railway Lines and near high Voltage equipment.
- BBF3690 – Electrical Safety Instructions.
- TCP-HAS-STD-001 – Health and Safety Specification.
- CEE/0128-ISS-85 – Handbook – 3kV DC Electrification Maintenance Manual.
- CEE/0184-97 – 25 kV/50kV AC Maintenance Manual.



## Task Order

**Contract Description** : (Insert description)

**Contract Number** : XXXXXXXX  
**Task Order Number** : TO-T001  
**Project Number** :

**Employer** : Transnet SOC Ltd  
(Registration No. 1990/000900/30), a juristic person incorporated in terms of the Company Laws of the Republic of South Africa, with its registered office at Carlton Centre, 150 Commissioner Street, Johannesburg, Republic of South Africa.

**Contractual Address** : Transnet Freight Rail (RME  
Cnr North Reef & Jet Park Road  
Elandsfontein  
1406

**Service Manager** : Insert name

**Contractor** : Insert Company Name (Pty) Ltd  
Insert name

### 1. Task

The Task is .....

The *Contractor* is to carry out this Task in accordance with the applicable Service Information

### 2. Deliverables

•

### 3. Programme

Task Starting Date :  
Task Completion Date :

### 4. The Contractor's Invoices

- 4.1 When the *Service Manager* certifies payment following an assessment date, the *Contractor* complies with the following procedure for invoicing submission. The invoice must correspond to the *Service Manager* assessment of the amount due to the *Contractor*. The *Contractor* shall familiarise himself with the Payment and Invoicing requirements set out below, and comply with it in all respects. Payment is subject to the absolute and complete compliance with the Payment and Invoicing requirements indicated below and elsewhere in this Task Order. The risk of the Invoice Controller not receiving *Contractor's* Invoices as specified below resides with the *Contractor*.
- 4.2 The invoice shall correspond to the *Service Manager* assessment of the amount due to the *Contractor* as stated in the payment certificate.



4.2.1 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd;
- Transnet SOC Ltd's VAT No: 4720103177;
- Invoice sequence number;
- The Contractor's VAT Number; and
- The Task Order number: TO-T001 Provision of .....
- The following Cost Code: .....
- Project number: XXXXX

4.2.2 The invoice contains the supporting detail:

- Description of work completed and claimed for
- Cost breakdown of work previously claimed, currently claimed, and balance outstanding for each section of work.
- Approved timesheets by *Service Manager*.

4.2.3 The invoice is presented either by post or by hand delivery. Invoices submitted by post are addressed to:

**Transnet Freight Rail (RME)**  
**P O Box 8205**  
**Elandsfontein**  
**1406**

For the attention of The Invoice Controller, A N Other, Transnet Capital Projects

4.2.4 Invoices submitted by hand are presented to:

**Transnet Freight Rail (RME)**  
**Cnr North Reef & Jet Park Road**  
**Elandsfontein**  
**1406**

For the attention of The Invoice Controller, A N Other, Transnet Capital Projects

4.2.5 The invoice is presented as an original, together with a statement.

4.2.6 The Contract Administrator for this Project is Mr. A N Other



## 6. Delay Damages

Delay damages for the late completion of the task are: R1500.00 per day

### Notes

The *Contractor* is hereby instructed to carry out the Task Order in accordance with Contract No: .....  
which includes the Data stated in this Task Order.

*Employer/Service Manager* \_\_\_\_\_  
Name Signed Date

Accepted by the *Contractor* \_\_\_\_\_  
Name Signed Date

“PREVIEW COPY ONLY”