



NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

Transnet SOC Ltd

Registration Number 1990/000900/30

(hereinafter referred to as the "Employer")

and

PENDING

Tender Number **BLE/53128**

Description **REFURBISHMENT OF AC TRANSFORMERS AT HUGO, BOTHA AND
KRAAIFONTEIN 3KV DC TRACTION SUBSTATIONS**

"PREVIEW COPY ONLY"

CONTRACT DOCUMENTS

Form of Offer and Acceptance

Contract Data

Part One – Data provided by the *Employer*

Part Two – Data provided by the *Contractor*

Conditions of Contract (3rd edition – available separately)

Pricing Data

Works Information

Site Information

Appendices

"PREVIEW COPY ONLY"

Contents

Number Heading

The Tender

Part T1: Tendering Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 CIDB Standard Conditions of Tender

Part T2: Returnable Documents

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Parts 1 & 2)

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Price List

Part C3: Scope of Work

- C3 Works Information.

Part C4: Site Information

- C4 Site Information

T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for the Refurbishment of AC transformers at Hugo, Botha and Kraaifontein 3kV DC traction substations.

Tenderers should have a CIDB contractor grading designation of 3 EP or higher.

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

Preferences are offered to tenderers who have a valid SANAS accredited BBBEE Certificate.

The physical address for collection of tender documents is **Transnet Freight Rail, Transnet Park Building, Robert Sobukwe Road, Bellville South.**

Documents may be collected during working hours from **08:00 till 15:00** from Wednesday, 11 February 2015 until Wednesday, 18 February 2015.

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

Ms Nonceba Magazi-Qelile
Tel No (021) 940 3827
Fax No. 021 940 3883
Email nonceba.magazi-qelile@transnet.net

A compulsory clarification meeting with representatives of the Employer will take place on Thursday, 19 February 2015 at 09:00 at Transnet Park Building, 6th floor Outeniqua Boardroom, Bellville and thereafter go to the sites with the Project Manager. Bidders to bring own PPE (personal protective equipment) and I.D. documents.

The closing time for receipt of tenders is **10:00 on Thursday, 26 February 2015.** Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted. **The address where tenders will close is behind Reception, Transnet Park, Robert Sobukwe Road, Bellville**

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

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

Transnet fully subscribes to Government's New Growth Path objectives and Supplier Development commitments by Respondents will consequently feature prominently in the evaluation and award of this business.

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

"PREVIEW COPY ONLY"

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

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail Project No.: BLE/53128
Fax No. 021 940 3827 RFQ No.: BLE/53128
Attention: Nonceba Magazi-Qelile Closing Date: **Thursday, 26 February 2015**

For: REFURBISHMENT OF AC TRANSFORMERS AT HUGO, BOTHA AND KRAAIFONTEIN 3KV DC TRACTION SUBSTATIONS.

We: Do wish to tender for the work and shall return our tender by the due date above **Check Yes**
Do not wish to tender on this occasion and herewith return all your documents received **No**

REASON FOR NOT TENDERING:

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

SIGNATURE: _____

TITLE: _____

T1.2 Tender Data

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

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

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

Clause	Data
F.1.1	The Employer is Transnet SDC Ltd (Reg No 1997/000900/30)
F.1.2	The tender documents issued by the Employer comprise: Part T: The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Part C: The contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) Part C2: Pricing data C2.1 Pricing instructions C2.2 Bill of Quantities Part C3: Scope of work C3 Works Information Part C4: Site information C4 Site information
F.1.4	The Employer's agent is: Name: Nonceba Magazi-Qelile Address: Transnet Park Building, Robert Sobukwe Road, Bellville South Tel No. (021) 940 3827 Fax No. (021) 940 3883 E – mail nonceba.magazi-qelile@transnet.net
F1.6	The competitive negotiation procedure may be applied.

F.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3 EP or higher class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 3 EP or higher class of construction work; and
3. the combined *Contractor* grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a *Contractor* grading designation determined in accordance with the sum tendered for a 3 EP or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

2. Pre-Qualifying Quality (Functionality) Criteria

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

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

Quality criteria	Maximum number of points
Programme	15%
Management and CVs of key people	20%
Health and Safety Plan	25%
Previous experience	20%
Method Statement	20%
Maximum possible score for quality (W_Q)	100

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

- T2.2-2 Programme
- T2.2-7 Management and CV's of key persons
- T2.2-22 Health and Safety
- T2.2-25 Previous Experience
- T2.2-37 Method Statement

The minimum number of evaluation points for quality is : 60

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

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

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

F.2.12 No alternative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be as an original.

F.2.13.5 F2.15.1 The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

Location of tender box **ON THE GROUND FLOOR BEHIND RECEPTION**

Physical address: **6TH FLOOR TRANSNET PARK
ROBERT SOPHIA WEG ROAD
BELLVILLE**

Identification details: The tender documents must be submitted in a sealed envelope labelled with:
▪ The Tender Name: **REFURBISHMENT OF AC TRANSFORMERS AT HUGO, BOTHA AND KRAAIFONTEIN 3KV DC TRACTION SUBSTATIONS**
▪ Tender Number: BLE/53128
Documents must be marked for the attention of: **THE SECRETARIAT, TRANSNET ACQUISITION COUNCIL**

Prior arrangement on the submittal of large tender documents should be made with Contract Specialist.

F.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

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

F.2.16 The tender offer validity period is 12 weeks

F.2.20 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. (The format is included in Part T2.2 of this procurement document).

F.2.23 The tenderer is required to submit with his tender:

1. an **original** or a **certified copy** of a **valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid SANAS B-BBEE accreditation certificate,
3. All Returnable Documents listed in Section T2.1.

F.3.4 The time and location for opening of the tender offers are:
Time 10:00, 19 February 2015
Location: Ground Floor behind reception, Transnet Park, Robert Sobukwe Road, Bellville

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

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

90 where the financial value inclusive of VAT of one or more responsive tenders received have a value in excess of R1 000 000.00

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. Tenderers with no accreditation will score zero points for preferencing.

F.3.13 Tender offers will only be accepted if:

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

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

T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



As published in Annexure F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

- F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
 - b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
 - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
 - e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
 - f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Every communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

- F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

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.3.12 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 returned 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 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 + \frac{P - P_m}{P_m})$	$A = P_m / P$

^a *P_m* 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.

T2.1 List of Returnable Documents

1. Returnable Schedules

- T2.2-1 Changes to tender documents
- T2.2-2 Programme
- T2.2-3 Risk Elements
- 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
- T2.2-10 Site Establishment requirements
- T2.2-14 Authority to submit tender
- T2.2-15 Certificate of attendance at tender clarification meeting
- T2.2-16 Record of addenda to tender documents
- T2.2-17 Compulsory Enterprise Questionnaire
- T2.2-20 Quality Plan
- T2.2-21 Environmental Management Plan
- T2.2-22 Health and Safety Plan
- T2.2-25 Previous experience
- T2.2-27 Broad-Based Black Economic Empowerment (BBBEE)
- T2.2-31 Supplier Code of Conduct
- T2.2-33 Mutual Non-Disclosure Agreement
- T2.2-36 RFP Declaration Form
- T2.2-37 Method Statement
- T2.2-38 Declaration of Understanding (Environmental and Health & Safety)
- T2.2-43 RFP – Breach of Law
- T2.2-50 Preference Points Claim Form
- T2.2-51 Certificate of Acquaintance with the Tender Documents

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 Bill of Quantities

T2.2 Returnable Schedules

- T2.2-1 Changes to tender documents
- T2.2-2 Programme
- T2.2-3 Risk Elements
- 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
- T2.2-10 Site Establishment requirements
- T2.2-14 Authority to submit tender
- T2.2-15 Certificate of attendance at tender clarification meeting
- T2.2-16 Record of addenda to tender documents
- T2.2-17 Compulsory Enterprise Questionnaire
- T2.2-20 Quality Plan
- T2.2-21 Environmental Management Plan
- T2.2-22 Health and Safety Plan
- T2.2-25 Previous experience
- T2.2-27 Broad-Based Black Economic Empowerment (BBBEE)
- T2.2-31 Supplier Code of Conduct
- T2.2-33 Mutual Non-Disclosure Agreement
- T2.2-36 RFP Declaration Form
- T2.2-37 Method Statement
- T2.2-38 Declaration of Understanding (Environmental and Health & Safety)
- T2.2-48 RFP – Breach of Law
- T2.2-50 Preference Points Claim Form
- T2.2-51 Certificate of Acquaintance with the tender documents

T2.2-1: Changes to Tender Document

Changes to the tender documents are only allowed if a main tender complying fully with the tender documents has also been provided.

Do not return this schedule if no alternative tender is submitted.

The Conditions of Tender state that the tenderer may:

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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.

Having examined the criteria stated in the Tender Data for this tender the proposed changes to the tender documents are:

Document No.	Subject of the proposed change	Propose to change to:

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-2 : Programme

Note to tenderers:

Programme

Please provide your proposed programme showing the following:

- Prepare Safety File in accordance with Health and Safety Act 85
- Safety Induction
- Establishment on site
- Setting out
- Excavation and earthworks
- De-establish

The scoring of the Programme will be as follows:

	Programme
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	The programme is poor and is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project.
Satisfactory (score 60)	The programme is generic and not tailored to address specific project objectives. The programme does not adequately deal with the critical characteristics of the project.
Good (score 90)	The programme addresses the specific project objectives and is sufficiently flexible to accommodate changes that may occur during execution.
Very Good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches.

Signed

Date

Name

Position

Tenderer

"PREVIEW COPY ONLY"

T2.2-3: Risk Elements

Tenderers to review the potential risk elements associated with the Project. The risk elements are to be priced separately in this Schedule. If No Risks are identified "No Risks" must be stated on this schedule.

"PREVIEW COPY ONLY"

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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

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

Number of Equipment	Equipment Type – Description	Hourly Rate

"PREVIEW COPY ONLY"

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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

Please describe the management arrangements for the *works*.

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

1. An organisation chart showing on site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. CV's for people proposed for all identified posts including Safety Officer and Quality Assurance Representative with the relevant attached qualifications / certificates.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
 - Working with the NEC3 Engineering and Construction Short 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 of the Management & CV's of Key Persons will be as follows:

	General experience and qualifications	Adequacy for the assignment	Knowledge of issues pertinent to the project
0	The tenderer has submitted no information or inadequate information to determine a score.		
Poor (score 40)	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, skills, training and experience	Key staff have limited experience of issues pertinent to the project
Satisfactory (score 70)	Key staff have reasonable levels of general experience	Key staff have reasonable levels of project specific education, skills, training and experience	Key staff have reasonable experience of issues pertinent to the project
Good (score 90)	Key staff have extensive levels of general experience	Key staff have extensive levels of project specific education, skills, training and experience	Key staff have extensive experience of issues pertinent to the project
Very good (score 100)	Key staff have outstanding levels of general experience	Key staff have outstanding levels of project specific education, skills, training and experience	Key staff have outstanding experience of issues pertinent to the project

¹NEC3 Engineering & Construction Short Contract (June 2005)

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

"PREVIEW COPY ONLY"

T2.2-8: Schedule of Proposed Subcontractors

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 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 82.1 in NEC3 Engineering & Construction Short Contract (June 2005) requires that the Contractor provides the insurance stated in the insurance table except any insurance which the Employer is to provide as stated in the Contract Data.

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

Insurance against (See clause 82.1 of the ECSC)	Name of Insurance Company	Cover	Premium
Loss of or damage to the works.			
Loss of or damage to Equipment, Plant and Materials.			
The Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with this Contractor's Providing the Works.			
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract			
(Other)			

"PREVIEW COPY ONLY"

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2-10: Site Establishment / Laydown Area

Tenderers to indicate their Site establishment and/or laydown area requirements:

"PREVIEW COPY ONLY"

Signed

Date

Name

Position

Tenderer

T2.2-14: Authority to submit a Tender

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

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

A. Certificate for Company

I, _____, 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

"PREVIEW COPY ONLY"

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

"PREVIEW COPY ONLY"

C. Certificate for Joint Venture

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

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

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

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

"PREVIEW COPY ONLY"

D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

"PREVIEW COPY ONLY"

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:	Tenderers are to meet at Transnet Park Building, Bellville	
On (date)	19 February 2015	Time: 09:00

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

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

Particulars of person(s) attending the meeting:

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

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

Name	_____	Signature	_____
Capacity	_____	Date & time	_____

T2.2-15: 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:	Tenderers are to meet at the sites	
On (date)	19 February 2015	Time: 10:00

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

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

Particulars of person(s) attending the meeting:

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

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

Name _____ Signature _____
 Capacity _____ Date & time _____

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

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

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

Attach additional pages if more space is required.

"PREVIEW COPY ONLY"

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

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

"PREVIEW COPY ONLY"

Section 6: Record in the service of the state

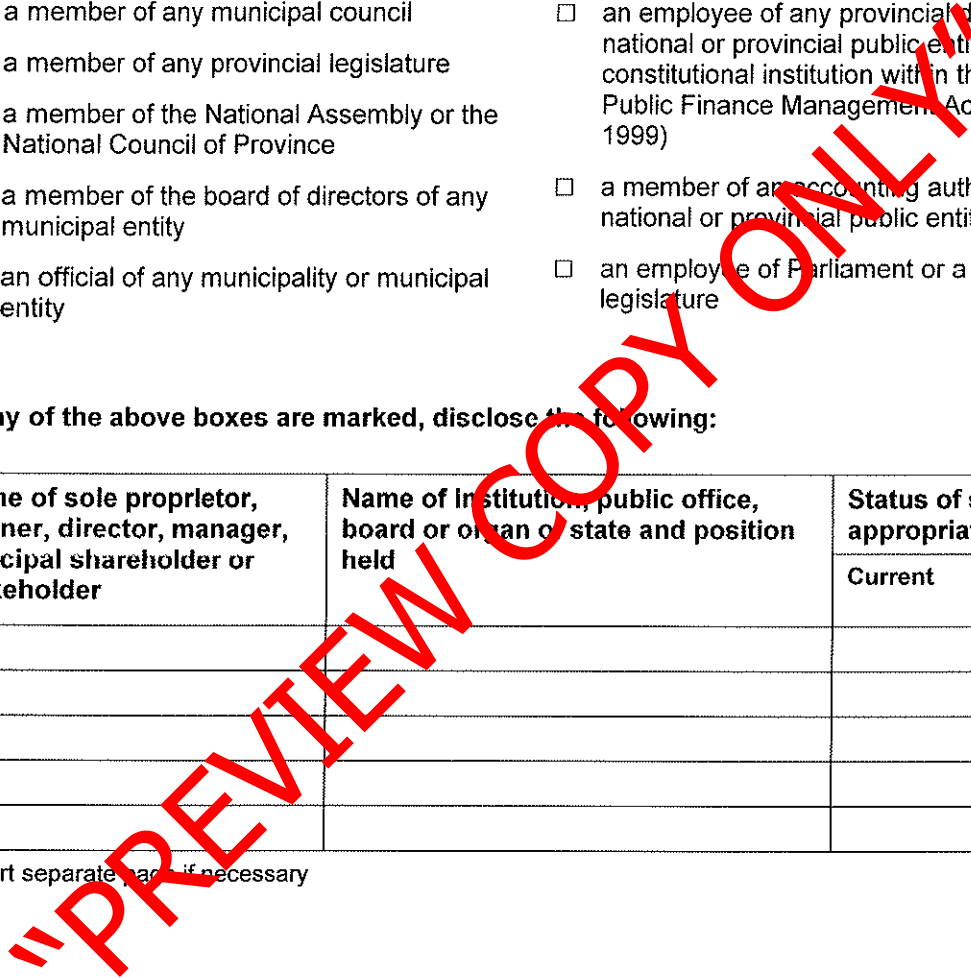
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

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

*insert separate page if necessary



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

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

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

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

*insert separate page if necessary

"PREVIEW COPY ONLY"

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. ISO 9001 certification
5. Typical Quality Manual
6. Typical Quality Control Plan
7. Typical data book index.

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-21 Evaluation Schedule: 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.
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.

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**.

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 the Department of Labour
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. SHE challenges envisaged for the project and how they will be addressed and overcome.
8. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
9. Complete and return with tender documentation the Contractor Safety Questionnaire (Attachment No 8) included in the Health and Safety Specification HAS-STD-0001 Rev 00.
10. Construction Safety File (Index)
11. Construction Safety Work Method Statement

The scoring of the Health and Safety Requirements will be as follows:

	Health and Safety
No Response (score 0)	Failed to provide information.
Poor (score 40)	Poor response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.
Satisfactory (score 70)	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.
Good (score 90)	Good response/answer/solution demonstrate real understanding and evidence of ability to meet stated employer's requirements.
Very Good (score 100)	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

"PREVIEW COPY ONLY"

Health, Safety Questionnaire

1. SAFE WORK PERFORMANCE			
1A. Injury Experience / Historical Performance - Alberta			
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? Yes No 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?
Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?
Yes No Weekly Biweekly Monthly

Is pre-job safety instruction provided before to each new task? Yes No

Is the process documented? Yes No

Who leads the discussion? _____

Do you have a hazard assessment process? Yes No

- 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 totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled 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 totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled 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

T2.2-25: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate their experience on similar projects and shall supply a sufficiently detailed reference list with contact details of existing customers (Contact Person and contact number) and also indicate their previous experience and value of contracts completed.

The following experiences will play a critical role in evaluating this tender:

1. Experience in working with high voltage transformers, evidence is required.
2. Personnel experience with heavy duty equipment, tenderer must submit valid certificates.
3. Previous experience in transformer repairs, references and certificates of compliance must be submitted.
4. Experienced test officer/personnel; tenderer must be able to perform all the testing necessary on all transformer and oil tests.

The scoring of the Previous Experience will be as follows:

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

Index of documentation attached to this schedule:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

"PREVIEW COPY ONLY"

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

B-BBEE and preferencing scheme:

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

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their tender responses. Transnet will accordingly allow a "preference" in accordance with the 90/10 preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended), to companies who provide a valid B-BBEE verification Certificate. All procurement and disposal transactions will be evaluated accordingly.

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

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

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

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

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

a) Large Enterprises

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

b) Qualifying Small Enterprises – QSE

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

c) Exempted Micro Enterprises –

- EMEs are exempted from B-BBEE verification as indicated in the DTI Codes, Statement 000 (Page 9)
- Automatic rating of Level 4 B-BBEE irrespective of race or ownership, i.e. 100% B-BBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
- Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate (Which may be in the form of a letter) issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. The certificate must confirm the company turnover Black Ownership and Black Woman Ownership and B-BBEE status level.

In addition to the above, a trust, consortium or joint venture will qualify for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate which covers the consortium or joint venture as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such level verification.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.

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

than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

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

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

Turnover:

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

ZAR.....

- For Contractors:
 - If annual turnover >R5m, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor, together with all the relevant score sheets pertaining thereto;
 - If annual turnover <R5m, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor's certificate or similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.

- For BEPs:
 - If annual turnover >R1.5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto;
 - If annual turnover < R 1,5 million, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor's certificate or

similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.

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

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

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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 planning, developing and/or constructing a **REFURBISHMENT OF AC TRANSFORMERS AT HUGO, BOTHA AND KRAAIFONTEIN 3KV DC TRACTION SUBSTATIONS** (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 1990) 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 requested in 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"

Supplier Declaration Form

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company as a Transnet vendor. We would like to take this opportunity to welcome you as a potential vendor and request that you assist with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. Original of cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. Certified copy of Identity document of Shareholders/Directors/Members (where applicable)
4. Certified copy of certificate of incorporation, CM29/CM9 (name change)
5. Certified copy of share Certificates of Shareholders, CK1/CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal address
7. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate
8. A 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 Verification Agency.

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

- a) **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 signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency.
- b) **If your annual turnover exceeds R5 million**, and you claim a specific BEE level, please include your BEE certificate in your submission as confirmation of your status.
- c) **To avoid PAYE tax being automatically deducted from any invoices received from you,** you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

Unfortunately, **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.

Regards,

Transnet Procurement Management

SUPPLIER DECLARATION FORM

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Postal Address							
Physical Address							
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 million	R5-35 million		> R35 million		
Does Your Company Provide		Products	Services		Both		
Area Of Delivery		National	Provincial		Local		
Is Your Company A Public Or Private Entity		Public		Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate		Yes		No			
Main Product Or Service Supplied (E.G. Stationery/Consulting)							

BEE Ownership Details			
% Black Ownership	% Black women ownership	% Disabled person/s ownership	
Does your company have a BEE certificate	Yes	No	
What is your broad based BEE status (Level 1 to 8 / Unknown)			
How many personnel does the firm employ	Permanent	Part time	

Name of person procuring your services/products	
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.	

NB: Please return the completed form, with all the supporting documentation to the person procuring your services/material/goods

T2.2-36: RFQ 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 Quotation (RFQ);
3. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

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

"PREVIEW COPY ONLY"

T2.2-37: Method Statement

Note to tenderers:

Method statement

In addition to general methodology for the project please provide specific information for the following points:

- Setting Out
- Excavations
- Safe working access and safety control on site
- Quality control on site
- De-establishment

The scoring of the Method Statement will be as follows:

	Method Statement
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	The methodology approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed, etc. is too generic.
Satisfactory (score 70)	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.
Good (score 90)	The methodology approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
Very Good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs.

Signed

Date

Name

Position

Tenderer

"PREVIEW COPY ONLY"

T2.2-38 : DECLARATION OF UNDERSTANDING

PROJECT NAME:	REFURBISHMENT OF AC TRANSFORMERS AT HUGO, BOTHA AND KRAAIFONTEIN 3KV DC TRACTION SUBSTATIONS	DOCUMENT NO:	001
PROJECT NO:	BLE/53128	DATE:	
CONTRACTOR:		CONTRACT NO:	BLE/53128

I,

(Name)

(Designation)

(Representing)

Declare that I have read and understood the contents of the Standard Environmental Specification (ENV-STD-002), the Construction Environmental Management Plan (ENV-STD-001) 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 QUOTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

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

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

1. INTRODUCTION

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

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less;

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

3. ADJUDICATION USING A POINT SYSTEM

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

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

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

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

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

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

level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 points]

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

(v) Describe Principal Business Activities

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

(vi) Company Classification

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

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

"PREVIEW COPY ONLY"

BID DECLARATION

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

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

WITNESSES:

1.

SIGNATURE OF BIDDER

2.

DATE:

.....
COMPANY NAME:

ADDRESS:.....
.....
.....

T2.2-51: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFQ; or
 - f) bidding with the intention not winning the Bid.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFQ relates.
8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, bidders that submit suspicious bids may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

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:

REFURBISHMENT OF AC TRANSFORMERS AT HUGO, BOTHA AND KRAAIFONTEIN 3KV DC TRACTION SUBSTATIONS

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing 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
Transnet Park, Robert Sobukwe Road
Bellville South

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

On behalf of *(Insert name and address of organisation)* _____

Transnet SOC Ltd
 Transnet Park, Robert Sobukwe Road,
 Bellville South

Name & signature of witness _____

Date _____

C1.2 Contract Data Part 1

Data provided by the *Employer*

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is	Transnet SOC Ltd
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Transnet Park Building Robert Sobukwe Road Bellville South
		Postal Address: P.O. Box 2986 Bellville 7535
	Tel No.	(021) 940 3827
	Fax No.	(021) 940 3883
11.2(11)	The <i>works</i> are	Refurbishment of AC transformers at Hugo, Botha and Kraaifontein 3kV DC traction substations.
11.2(13)	The <i>works</i> Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The <i>Site</i> Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Hugo, Botha and Kraaifontein 3kV DC traction substations
30.1	The <i>starting date</i> is	Contract Date
11.2(2)	The <i>completion date</i> is	6 (six) weeks from award
13.2	The <i>period for reply</i> is	2 weeks
14.4	The <i>Employer's</i> representative is (name)	Xolile Damba
	Address	Infra offices Bellville
	Tel No.	(021) 940 1352 / 083 781 7376

	Fax No.	021 940 2663
	The authority of the <i>Employer's</i> representative is	The <i>Employers Representative</i> is delegated to carry out all the actions of the Employer in this Contract
40	The <i>defects date</i> is	26 weeks after Completion
41.3	The <i>defect correction period</i> is	2 weeks
50.1	The <i>assessment day</i> is on the	10 th of each month.
50.5	The <i>delay damages</i> are	R 2000.00
50.6	The retention is	10% on all payments certified
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received
51.4	The interest rate on late payment is	The prime lending rate of the Standard Bank of South Africa
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	Whatever the <i>Contractor</i> deems desirable in addition to that provided by the <i>Employer</i> for any one event

"PREVIEW COPY ONLY"

82.1 The *Employer* provides this insurance

- | | |
|-----------------------|---|
| 1. Insurance against: | Insurance against of or damage to the works, Plant & Materials is as stated in the Insurance policy for Contract works and public liability (Blanket Principal Controlled Insurance) |
| Cover / indemnity: | Cover / Indemnity is to the extent as stated in the insurance policy for contract works and public liability (Blanket Principal controlled Insurance) |
| The deductibles are: | As stated in the Blanket Principal Controlled Insurance policy for Contract Works / Public Liability |
| 2 Insurance against: | Loss of or damage Equipment (Temporary Works only) as stated in the insurance policy for contract works and public liability. |
| Cover / indemnity | Is to the extent as stated in the insurance policy for contract works and public liability (Blanket Principal Controlled Insurance) |
| The deductibles are | As stated in the Blanket Principal Controlled Insurance policy for Contract Works / Public Liability |
-

"PREVIEW COPY ONLY"

3 Insurance against: Loss of or damage to property (except the *works*, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract as stated in the insurance policy for contract works and public liability (Blanket Principal Controlled Insurance)

Cover / indemnity: Is to the extent as stated in the insurance policy for contract works and public liability (Blanket Principal Controlled Insurance)

Deductibles: As stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability

The *Employer* provides these additional insurances

1. Insurance against: Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon

Cover / indemnity: Cover / indemnity is to the extent provided by the SASRIA coupon

Deductibles: the deductible are as stated in the Contract Works SASRIA policy

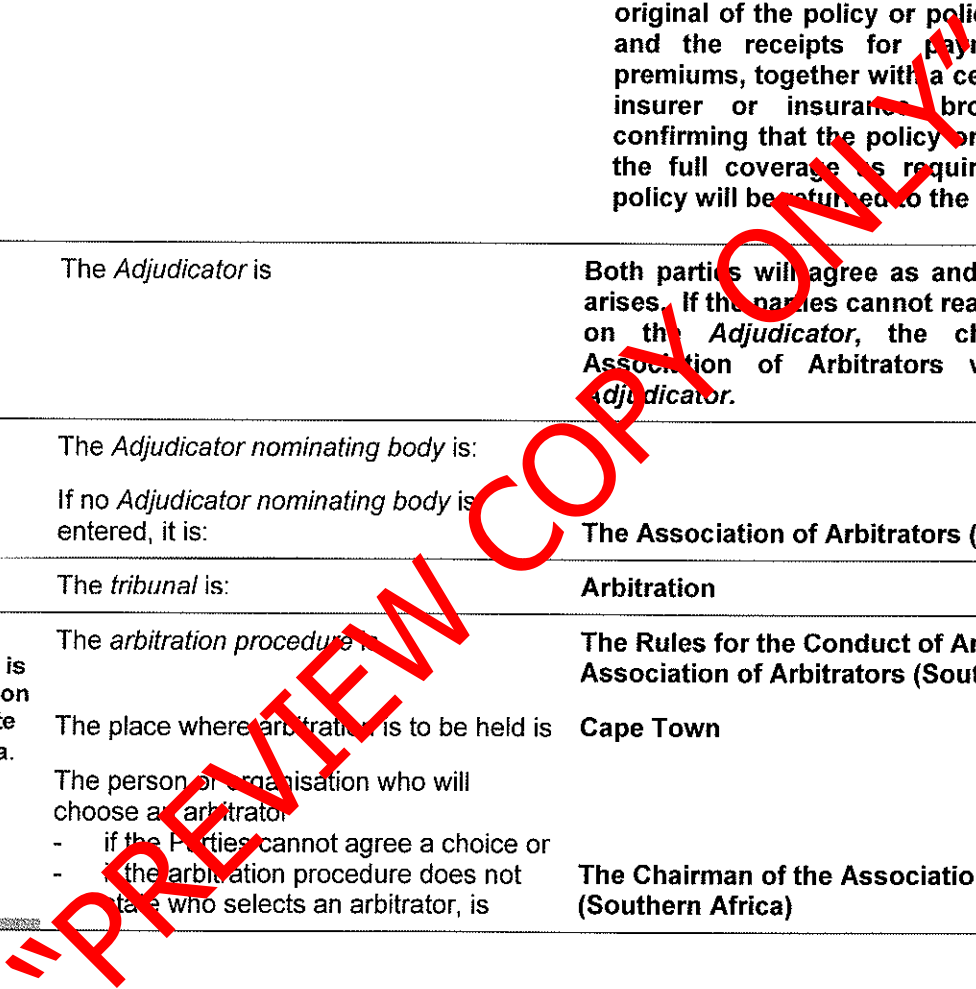
The *Contractor* provides these additional insurances:

- 1 Insurance against:
1. Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* he shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected
 2. Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and / or fabrication
 3. Should the *Employer* have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the *Contractor's* policies of insurance as well as those of any subcontractor.
 4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum

indemnity limit of R5 000 000.

5. The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Employers Representative 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 Contractor.

93.1	The Adjudicator is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an adjudicator.
93.2(2)	The Adjudicator nominating body is: If no Adjudicator nominating body is entered, it is:	The Association of Arbitrators (Southern Africa)
93.4	The tribunal is:	Arbitration
If the tribunal is arbitration complete this data.	The arbitration procedure is:	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town
	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)



C1.2 Contract Data Part 2

Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)¹ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The Contractor is (Name): Address Tel No. Fax No. E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is _____ %	
63.2	The percentage for overheads and profit added to other Defined Cost is _____ %	
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the prices is [Enter the total of the prices from the Price List]:	R _____ excluding VAT [in words] _____ _____ _____ excluding VAT

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

C2 Pricing Data

C2.1 Pricing Instructions

Entries in the first four columns in the Price List are made either by the *Employer* or the tenderer.

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

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

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

"PREVIEW COPY ONLY"

C2.2 Price List

The Price List is as follows:

SUBSTATION: HUGO MAIN A & B						
Make		Bruce Peebles				
Serial Number		Unit A-24787 Unit B-24778				
Primary and Secondary voltages		66kV / 2420V				
Rating		3500kVA				
Item no.	Description	Unit	Quantity	Installation Cost	Material Cost	Amount
1	PRELIMINARY AND GENERAL	SUM	1			
2	Replace top cover gasket	EA	2			
3	Re-gasket Primary bushings	EA	6			
4	Re-gasket Secondary bushings	EA	12			
5	Repair or replace CT connection Box	EA	2			
6	Re-gasket Tap-switch (Top mounted)	EA	2			
7	Re-gasket inspection covers	EA	2			
8	Repair or replace stop cocks	EA	2			
9	Repair or replace drain cocks	EA	2			
10	Repair or replace sampling cocks	EA	2			
11	Replace gasket core earth insulator bushing	EA	2			
12	Repair damage to the fins, main tank and conservator tank	EA	2			
13	Repair radiator drain plugs	EA	2			
14	Treat oil contaminated ballast	EA	2			
15	Treat oil contaminated plinth	EA	2			
16	Treat rust (exterior transformer, conservator tank)	EA	2			
17	Clean, treat and spray-paint conservator tank	EA	2			
18	Top up transformer with oil	EA	2			
19	Purify oil	EA	2			
20	Testing of oil	EA	2			
21	Removal, storage and replacement of oil	EA	2			
22	Clean, treat and paint transformer and fins	EA	2			

23	Replace sight glass	EA	2			
24	Replace gasket conservator tank	EA	2			
25	Replace breather	EA	2			
26	Replace gasket breather	EA	2			
27	Replace gasket buchholz relay	EA	2			
28	Replace gasket pipe from buchholz to the main tank.	EA	2			
The total of the Prices (excluding VAT) carry to SUMMARY						

"PREVIEW COPY ONLY"

SUBSTATION: BOTHA MAIN						
Make			ASEA			
Serial Number			26566			
Primary and Secondary voltages			66kV / 1220V			
Rating			4950kVA			
Item no.	Description	Unit	Quantity	Installation Cost	Material Cost	Amount
1	Replace top cover gasket	EA	1			
2	Re-gasket Primary bushings	EA	3			
3	Re-gasket Secondary bushings	EA	6			
4	Repair or replace CT connection Box	EA	1			
5	Re-gasket Tap-switch (Top mounted)	EA	1			
6	Re-gasket inspection covers	EA	1			
7	Repair or replace stop cocks	EA	1			
8	Repair or replace drain cocks	EA	1			
9	Repair or replace sampling cocks	EA	1			
10	Replace gasket core earth insulator bushing	EA	1			
11	Repair damage to the fins, main tank and conservator tank	EA	1			
12	Repair radiator drain plug	EA	1			
13	Treat oil contaminated ballast	EA	1			
14	Treat oil contaminated joints	EA	1			
15	Treat rust (exterior transformer, conservator tank)	EA	1			
16	Clean, treat and spray-paint conservator tank	EA	1			
17	Top up transformer with oil	EA	1			
18	Purify oil	EA	1			
19	Testing of oil	EA	1			
20	Removal, storage and replacement of oil	EA	1			
21	Clean, treat and paint transformer and fins	EA	1			
22	Replace sight glass	EA	1			
23	Replace gasket conservator tank	EA	1			
24	Replace breather	EA	1			
25	Replace gasket breather	EA	1			
26	Replace gasket buchholz relay	EA	1			

27	Replace gasket pipe from buchholz to the main tank.	EA	1			
The total of the Prices (excluding VAT) carry to SUMMARY:						

"PREVIEW COPY ONLY"

SUBSTATION: KRAAIFONTEIN MAIN						
Make		ASEA				
Serial Number		27869				
Primary and Secondary voltages		66kV / 3kV				
Rating		4950kVA				
Item no.	Description	Unit	Quantity	Installation Cost	Material Cost	Amount
1	Replace top cover gasket	EA	1			
2	Re-gasket Primary bushings	EA	3			
3	Re-gasket Secondary bushings	EA	6			
4	Repair or replace CT connection Box	EA	1			
5	Re-gasket Tap-switch (Top mounted)	EA	1			
6	Re-gasket inspection covers	EA	1			
7	Repair or replace stop cocks	EA	1			
8	Repair or replace drain cocks	EA	1			
9	Repair or replace sampling cocks	EA	1			
10	Replace gasket core earth insulator bushing	EA	1			
11	Repair damage to the fins, main tank and conservator tank	EA	1			
12	Repair radiator drain plugs	EA	1			
13	Treat oil contaminated ballast	EA	1			
14	Treat oil contaminated plinth	EA	1			
15	Treat rust (exterior transformer, conservator tank)	EA	1			
16	Clean, treat and spray-paint conservator tank	EA	1			
17	Top up transformer with oil	EA	1			
18	Purify oil	EA	1			
19	Testing of oil	EA	1			
20	Removal, storage and replacement of oil	EA	1			
21	Clean, treat and paint transformer and fins	EA	1			
22	Replace sight glass	EA	1			
23	Replace gasket conservator tank	EA	1			
24	Replace breather	EA	1			
25	Replace gasket breather	EA	1			
26	Replace gasket buchholz relay	EA	1			

27	Replace gasket pipe from buchholz to the main tank.	EA	1			
The total of the Prices (excluding VAT) carry to SUMMARY						

"PREVIEW COPY ONLY"

SUBSTATION: HUGO AUX A & B						
Make			GEC			
Serial Number			A-132015 B-132016			
Primary and Secondary voltages			2420 / 400V			
Rating			100kVA			
Item no.	Description	Unit	Quantity	Installation Cost	Material Cost	Amount
1	Replace top cover gasket	EA	2			
2	Re-gasket Primary bushings	EA	6			
3	Re-gasket Secondary bushings	EA	8			
4	Repair or replace CT connection Box	EA	2			
5	Re-gasket Tap-switch (Top mounted)	EA	2			
6	Re-gasket inspection covers	EA	2			
7	Repair or replace stop cocks	EA	2			
8	Repair or replace drain cocks	EA	2			
9	Repair or replace sampling cocks	EA	2			
10	Replace gasket core earth insulator bushing	EA	2			
11	Repair damage to the fins, main tank and conservator tank	EA	2			
12	Repair radiator drain plugs	EA	2			
13	Treat oil contaminated ballast	EA	2			
14	Treat oil contaminated plinth	EA	2			
15	Treat rust (exterior transformer, conservator tank)	EA	2			
16	Clean, treat and spray-paint conservator tank	EA	2			
17	Top up transformer with oil	EA	2			
18	Purify oil	EA	2			
19	Testing of oil	EA	2			
20	Removal, storage and replacement of oil	EA	2			
21	Clean, treat and paint transformer and fins	EA	2			
22	Replace sight glass	EA	2			
23	Replace gasket conservator tank	EA	2			
24	Replace breather	EA	2			
25	Replace gasket breather	EA	2			
26	Replace gasket buchholz relay	EA	2			

27	Replace gasket pipe from buchholz to the main tank.	EA	2			
The total of the Prices (excluding VAT) carry to SUMMARY						

"PREVIEW COPY ONLY"

SUBSTATION: BOTHA AUX						
Make			ASEA			
Serial Number			38250			
Primary and Secondary voltages			635 / 400V			
Rating			50kVA			
Item no.	Description	Unit	Quantity	Installation Cost	Material Cost	Amount
1	Replace top cover gasket	EA	1			
2	Re-gasket Primary bushings	EA	3			
3	Re-gasket Secondary bushings	EA	4			
4	Repair or replace CT connection Box	EA				
5	Re-gasket Tap-switch (Top mounted)	EA	1			
6	Re-gasket inspection covers	EA	1			
7	Repair or replace stop cocks	EA	1			
8	Repair or replace drain cocks	EA	1			
9	Repair or replace sampling cocks	EA	1			
10	Replace gasket core earth insulator bushing	EA	1			
11	Repair damage to the fins, main tank and conservator tank	EA	1			
12	Repair radiator drain plug	EA	1			
13	Treat oil contaminated by lumps	EA	1			
14	Treat oil contaminated by lint	EA	1			
15	Treat rust (exterior transformer, conservator tank)	EA	1			
16	Clean, treat and spray-paint conservator tank	EA	1			
17	Top up transformer with oil	EA	1			
18	Purify oil	EA	1			
19	Testing of oil	EA	1			
20	Removal, storage and replacement of oil	EA	1			
21	Clean, treat and paint transformer and fins	EA	1			
22	Replace sight glass	EA	1			
23	Replace gasket conservator tank	EA	1			
24	Replace breather	EA	1			
25	Replace gasket breather	EA	1			
26	Replace gasket buchholz relay	EA	1			

27	Replace gasket pipe from buchholz to the main tank.	EA	1			
The total of the Prices (excluding VAT) carry to SUMMARY:						
The total SUMMARY of the Prices (excluding VAT) carry to C1.1 FORM OF OFFER						

"PREVIEW COPY ONLY"

MEASUREMENTS AND PAYMENTS

1. Preliminary and general shall be measured and paid for as lump sum. Tendered rates must therefore include labour, site establishment, transport, civil works, soil testing, preparations and all necessary resources to complete the works.
2. Replacement of Top Cover Gaskets shall be measured and paid for per all Top Cover Gaskets replaced per transformer. Tendered rates must therefore include supply and delivery of all Top Cover Gaskets materials, installation and all necessary resources to complete this item.
3. The Re-gasket of Primary Bushings shall be measured and paid for per all Primary Bushings gasketted per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
4. The Re-gasket of Secondary Bushings shall be measured and paid for per all Secondary Bushings regasketted per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
5. Repair of CT (Current Transformer) connection box shall be measured and paid for per entity repaired or replaced per transformer. Tendered rates must therefore include supply and delivery of all CT connection box materials, installation and all necessary resources to complete this item.
6. The Re-gasket of Tap-switch (Top mounted) shall be measured and paid for per tap switch per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
7. The Re-gasket of Inspection Covers shall be measured and paid for per all inspection covers regasketted per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
8. Repair or Replacement of Stop Cock shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of Stop Cocks materials, installation and all necessary resources to complete this item.
9. Repair or replacement of Drain Cock shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of Drain Cocks materials, installation and all necessary resources to complete this item.
10. Repair or Replacement of Sampling Cock shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of Sampling Cock materials, installation and all necessary resources to complete this item.
11. Re-gasket of Core Earth Insulator Bushing shall be measured and paid per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
12. Repair of damage to the fins, main tank and conservator shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of all fins, main tank and conservator tank materials, installation and all necessary resources to complete this item.
13. Repair of radiator drain plug shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of all radiator drain plug materials, installation and all necessary resources to complete this item.

14. Treatment of oil contaminated plinth and/or ballast shall be measured and paid for per substation as lump sum. Tendered rates must therefore include supply, delivery of oil treatment materials, trench compacting and laying of crusher stones etc and all necessary resources to complete this item.
15. Treatment of oil contaminated ballast shall be measured and paid for per substation. Tendered rates must therefore include supply and delivery of all oil treatment materials and all necessary resources to complete this item.
16. Treatment of rust(exterior transformer, conservator tank) shall be measured and paid for per all rust treatments per transformer. Tendered rates must therefore include supply and delivery of rust treatment materials and all necessary resources to complete this item.
17. Cleaning, Treatment and Painting of Conservator tank shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of painting materials and all necessary resources to complete this item.
18. Top up of Transformer shall be measured and paid for per all oil required for topping up per transformer. Tendered rates must therefore include supply and delivery of oil to this specification and all necessary resources to complete this item.
19. Purification of Oil shall be measured and paid for per transformer. Tendered rates must therefore include all necessary resources to complete this item.
20. Testing of Oil shall be measured and paid for per transformer. Tendered rates must therefore include all necessary resources to complete this item.
21. Removal, Storage and Replacement of oil shall be measured and paid for. Tendered rates must therefore include all necessary resources required to complete this item.
22. Cleaning, Treatment and Painting of Transformer and Fins shall be measured and paid for per entire painting per transformer. Tendered rates must therefore include supply and delivery of painting materials and all necessary resources to complete this item.
23. Replacement of Sight glass shall be measured and paid for per sight glass replaced per transformer. Tendered rates must therefore include supply and delivery of sight glass and installation and all necessary resources required to complete this item.
24. The Re-gasket of Conservator tank shall be measured and paid for per conservator tank regasketted per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
25. Replacement of breather shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of breather materials, installation and all necessary resources to complete this item.
26. The Re-gasket of Breather shall be measured and paid for per breather regasketted per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
27. The Re-gasket of Buchholz Relay shall be measured and paid for per buchholz relay regasketted per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.

28. The Re-gasket of pipe between the buchholz and the main tank shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
29. The rates and prices tendered in the Schedule of Prices shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.
30. Payment will be based on the successful refurbishment of the transformers as instructed by the Technical Officer and to which the Contractor successfully applied the high standard workmanship and has achieved the "leak free" transformer and environmental oil "free contamination".
31. No payment will be made for rejected work where refurbishment achieved does not meet the standards specified.

"PREVIEW COPY ONLY"

Part 3 : Scope of Work

Document reference	Title	No of pages
	This cover page	1
C3.1	Works Information	28
Annexure 1	E4E – Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations	11
Annexure 2	ENV-STD-001 Standard Environmental Specification	14
Annexure 3	ENV-STD-002 Construction Environmental Plan	33
Annexure 4	HMG-QM-STD-001 General Quality Requirements for Supplier and Contractors	16
Annexure 5	E71 (July 1998) Specification for works on, over, under or adjacent to Railway Lines and near High Voltage Equipment	27
	Total number of pages	130

C3.1 Works Information

Contents

Part 3 : Scope of Work	1
C3.1 Works Information	2
1. Description of the Work	3
1.1 Executive Overview.....	4
1.2 Employer's Objectives	4
2. Management and Start Up	6
2.1 Management Meetings	6
2.2 Documentation Control	6
2.3 Safety Risk Management.....	6
2.4 Environmental Constraints and Management	8
2.5 Damage to fauna and flora.....	8
2.6 Quality Management System	9
2.7 Programming Constraints	9
2.8 <i>Contractor's</i> Management, Supervision and Key People	11
2.9 Insurance Provided by the Employer.....	11
2.10 Contract Change Management.....	11
3. Engineering and the <i>Contractor's</i> Design	12
3.1 Employer's Design	12
3.2 Parts of the Works which the <i>Contractor</i> is to Design	12
3.3 Procedure for Submission and Acceptance of <i>Contractor's</i> Design	12
3.4 Equipment required to be included in the works	12
4. Procurement.....	13
4.1 The <i>Contractor's</i> Choices	13
4.2 People	14
4.3 Subcontracting	15
4.4 Contractual obligation	15
5. Construction.....	16
5.1 Temporary works, Site Services & Construction Constraints.....	16
5.2 Completion, Testing, Commissioning and Correction of Defects	21
6. Plant and Materials Standards and Workmanship.....	22
6.1 Standard Specifications	22
6.2 Description of Work	22
6.3 Commissioning of equipment.....	25
6.4 Guarantee	26
6.5 Quality and inspection.....	27
6.6 Scrap materials.....	27
6.7 Details of conditions in which the <i>Contractor</i> must work.....	27
6.8 Constraints.....	27
6.9 Daily site diary and inspection book	27
7. Schedule of applicable specifications, instructions & drawings	29
7.1 CEE.0045: Painting of steel Components of Electrical Equipment	29
7.2 CEE.0183.2002: Hot dip galvanising and painting of electrical equipment.....	29

7.3	CEE.0229.95: Dry-out and regeneration of insulating oil and reclaiming and desludging OF transformers	29
7.4	CEE.0012.2002 Method of Tendering.	29
7.5	CEE.TBD 0007 Earthing arrangements traction substations	29
7.6	BBB 0845 version 2 Reqs for metal oxide surge arresters in accordance with SANS 60099-4	29
7.7	BBB 3620 version 4 3kv DC earthing arrangement of traction substations.	29

"PREVIEW COPY ONLY"

1. Description of the Work

1.1 EXECUTIVE OVERVIEW

This specification covers the refurbishment of AC transformers at Hugo, Botha and Kraaifontein 3kV DC traction substations hereinafter referred to as the 'Works', and any other work arising out of or incidental to the above, or required of the *Contractor* for the proper completion of the *Works* in accordance with the true meaning and intent of the contract.

The *Contractor* shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The *Contractor* shall in particular, comply with the following Instructions, Acts, etc.:

- SANS 1019 Standard voltage, current and insulating level for electrical supply;
- The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993);
- The Occupational Health and Safety Act (Act 85 of 1993); and
- Common law of nuisance.

A thorough method statement on how the work will be carried out and the time it will take to complete the works.

1.2 EMPLOYER'S OBJECTIVES

It is the objective of the *Employer* to achieve completion of the above works as soon as possible whilst still maintaining the highest quality of workmanship and safety standards, without interfering with the day to day operations at Koup 3kV DC traction substation.

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
COID Act	The Compensation for Occupation Injuries and Deceases Act
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DGN	Filename extension for Microstation Drawings
DWG	Filename extension for Autocad Drawings
EDMS	Electronic Document Management System
EO	Environmental Officer

Abbreviation	Meaning given to the abbreviation
HSR	Health and Safety Representative
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
QA	Quality Assurance
QC	Quality Control
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SHEO	Safety, Health and Environmental Officer
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
IPAS DM	Primary software tool used for Document Management

"PREVIEW COPY ONLY"

2. Management and Start Up

2.1 MANAGEMENT MEETINGS

The *Contractor* shall attend management meetings at the *Employer's Representative's* request. The *Contractor* will also be required to attend a safety meeting. The *Contractor* will also attend a kick off meeting and a close off meeting. The *Contractor* will be required to present all relevant information including early warnings of compensation events, quality plans, schedules, (including progress) sub-*Contractor* management, and health, environmental and safety issues at such meetings. When sub-*Contractors* are required to attend, the *Contractor* shall ensure their attendance.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.2 DOCUMENTATION CONTROL

The *Contractor* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation and drawings, including revisions, to the *Contractor*, but control, maintenance and handling of these documents will be the *Contractor's* sole responsibility and at its expense, and managed with a suitable document control system.

2.3 SAFETY RISK MANAGEMENT

2.3.1 General

The *Contractor's* attention is directed to the Health and Safety Specification E4E, and in particular to his Health & Safety Program, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety. The E7/1 Specification for works on, over, under or adjacent to Railway Lines and near High Voltage Equipment will also form part of the Health and Safety specification.

Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the *Contractor's* responsibilities, the following are brought to the *Contractor's* attention:

- (a) For the purpose of the Act the site/s, to be demarcated as agreed to between the *Contractor* and the *Employer's Representative* before the works start, will be transferred to the control of the *Contractor* for the duration of the contract.
- (b) The *Contractor* shall appoint a health and safety coordinator to liaise at least fortnightly with the *Employer's Representative* on matters pertaining to occupational health and safety.
- (c) The *Contractor* is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.
- (d) The *Contractor* shall furnish the *Employer's Representative* with full particulars of any Sub-*Contractor* which he may involve in the contract and the Sub-*Contractor* shall be made aware of all the clauses in this contract pertaining to health and safety.

- (e) The *Contractor* shall advise the *Employer's Representative* of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the *Contractor* or *Sub-Contractor*.
- (f) A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.
- (g) The *Contractor* shall comply with the current Transnet Specification HAS-STD-001, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the *Employer's Representative*:
- documentary proof of his procedural compliance with the Act, and
 - particulars of the Health and Safety Program to be implemented on the site in accordance with the Transnet Specification HAS-STD-001.
 - The *Contractor's* Health and Safety Program will be subject to agreement by the *Employer's Representative*, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.
- (h) All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the *Employer* to the appropriate remedies.

NB: The *Contractor* and his employees shall have valid safety inductions and medical certificates when accessing or working on site. Copies of which shall be submitted to the *Employer's Representative*. This will be at a time and location Transnet will arrange.

2.3.2 Hazard identification and risk assessment

The *Contractor's* appointed Site Representative and the *Employer's Representative* shall finalize a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the abovementioned representatives, and be accepted by the *Employer's Representative*, before any construction work can commence.

2.3.3 Substance abuse

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. **2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace".** Transnet Freight Rail RME enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

2.3.4 Safety meetings

The *Contractor* shall ensure that a safety representative is appointed and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the *Employer's Representative*. All costs related to the safety aspects required under this contract will be carried by the *Contractor's* and therefore be covered under the rates tendered.

- NB: The tendered amount shall include for all costs to conform to the Health and Safety requirements.

2.4 ENVIRONMENTAL CONSTRAINTS AND MANAGEMENT

The *Contractor* shall provide a *Contractor's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Representative* has the right to request additional specific work method statements should in his opinion this be required.

Progressive and systematic finishing and tidying-up will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily.

No material shall be dumped on the *Employer's* property and no suitable material shall be disposed of if it is required elsewhere for the proper completion of the contract.

All discarded/spoiled/hazardous material shall be disposed of at an accepted registered dumpsite and the *Contractor* shall furnish the *Employer's Representative* with receipts and official disposal certificates from the dumpsite.

The *Contractor* shall make good all damages to the environment to the satisfaction of the *Employer's Representative's* Waste Management Objective.

2.5 DAMAGE TO FAUNA AND FLORA

The *Contractor* shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be treated for oil contamination.

The *Contractor* shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage painting and steel components of Electrical Equipment or property, or be hazardous to humans or animals. The *Contractor* shall assume full responsibility for the efficiency and safety of whatever chemicals used to treat the oil contaminated yard stones and plinths.

Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

The *Contractor* shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of the Transnet Freight Rail refuse.

The *Contractor* shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet Freight Rail property is also strictly prohibited.

NB: The tendered amount shall include for all costs to conform to the Environmental constraints and management requirements.

2.6 QUALITY MANAGEMENT SYSTEM

The onus rests on the *Contractor* to produce work which will conform in quality and accuracy of detail to the requirements of the Specifications and Drawings, and the *Contractor* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

All materials should conform to the specifications and standards set for the project and shall be inspected in accordance with accepted Quality Control Plans (QCP's). All plant should be checked before work commences.

The *Contractor* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Representative* for approval. Site Access will not be permitted until the QCP is to the *Employer's Representatives* satisfaction

Transnet Freight Rail will have the right to inspect the work at any time during the progress of the contract.

2.7 PROGRAMMING CONSTRAINTS

2.7.1 General

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

2.7.2 Programme submission

The program must be submitted with the tender. This program shall comply with the requirements as indicated on the returnable schedule T2.2.1. The program shall be submitted in both hard and soft copy forms using a computer software package accepted by the *Employer's Representative*.

The preferred software package is Microsoft Projects.

2.7.3 Progress Reporting

To demonstrate the actual progress of the work under the Contract the *Contractor* shall, on a weekly basis, update and submit to the *Employer's Representative*;

- a) The revised program, in the form of a three week look-ahead, that shall show two (2) separate bars for each activity as per i) and ii) below so as to enable a comparison of the actual progress with the first program;
- (i) the first programme activity bar, and
 - (ii) the revised activity bar identifying the currently forecast start and finish dates of the activity, and the status (% complete of each activity)
- b) Deviations of the "current" activity schedule from the "baseline" activity schedule will form the basis for assessing progress and performance.

2.7.4 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- showing actual versus baseline figures;
- deviations from the Accepted Programme; and
- Actions required to remedy any deviations.

Weekly progress reviews shall be conducted to assist control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Employer's Representative*; however any identified deviations shall be automatically reported to the *Employer's Representative*.

2.7.5 Monthly Status Report

The *Contractor* shall provide a written status report by the 20th of each month or such other reporting period as may be required by the *Employer's Representative* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum, the report shall include:

- progress against the Accepted Programme;
- summary of progress achieved during the period using progress 'S curves';
- list of milestones achieved during the period;
- status of design, procurement, and off-site works;
- status of on-site works;
- deviations from the Accepted Programme and in particular, the forecast completion dates of activities which have or should have commenced;
- status of approvals;
- actual or anticipated problems with corresponding action plans to minimise the impact;
- summary of works planned for the following period, and
- Cash flow status versus the original forecast.

The progress report shall form the basis of the monthly progress meeting between the *Employer's Representative* and the *Contractor*.

2.8 CONTRACTOR'S MANAGEMENT, SUPERVISION AND KEY PEOPLE

The *Contractor* shall provide an organogram showing his key people and their lines of authority and communication.

The *Contractor* shall not change the project team as detailed in the organogram submitted by the *Contractor* and accepted by the *Employer's Representative* without the prior written approval of the *Employer's Representative*, which approval will not unreasonably be withheld by the *Employer's Representative*.

The contract work must conform to current professional engineering practices, standards and specifications and the work must be completed to the satisfaction of the *Employer's Representative*.

The *Contractor* and his sub-*Contractors*, if any shall have suitably qualified Supervisors in charge of the project. The names and qualifications of the Supervisors together with full details of their experience in this field of work must be furnished. The tenderer must furnish the names and addresses of all proposed sub-*Contractors*, which is subject to approval.

2.9 INSURANCE PROVIDED BY THE EMPLOYER

Procedures for making insurance claims can be obtained from the *Employer's Representative*.

2.10 CONTRACT CHANGE MANAGEMENT

The standard reporting forms that shall be used will be provided to the *Contractor*.

No additional requirements apply to ECSC3 Clause 60 series.

3. Engineering and the *Contractor's* Design

3.1 EMPLOYER'S DESIGN

3.1.1 The *Employer's* design for the works is:

- Works Information
- Technical specifications

3.2 PARTS OF THE WORKS WHICH THE *CONTRACTOR* IS TO DESIGN

3.2.1 The *Contractor* is to design the following parts of the works:

- All temporary works
- All other items required for the works

3.3 PROCEDURE FOR SUBMISSION AND ACCEPTANCE OF *CONTRACTOR'S* DESIGN

3.3.1 The *Contractor* shall address the following procedures:

The *Contractor* submits details of his temporary works and all other items required for the works to the *Employer's Representative* for review and acceptance.

The *Contractor* shall submit to the *Employer's Representative* samples of all materials to be used in the *Works* and which are to be supplied by the *Contractor* for the approval of the *Employer's Representative* prior to their incorporation into the work. If accepted, the samples so submitted will be kept by the *Employer's Representative* as standards for the duration of the Contract. No materials inferior in quality, workmanship or appearance to the accepted samples shall be used.

All alternative materials not defined herein or SANS proposed by the *Contractor* shall be tested for acceptability by the *Contractor* and the results of the tests made available to the *Employer's Representative*. All such materials then require the approval of the *Employer's Representative*. The costs of the tests shall be borne by the *Contractor*.

The *Employer's Representative's* approval is required for any manufacturer's published instructions prior to their use by the *Contractor*.

3.4 EQUIPMENT REQUIRED TO BE INCLUDED IN THE WORKS

3.4.1 None

4. Procurement

4.1 THE *CONTRACTOR'S* INVOICES

4.1.1 When the *Employer's Representative* certifies payment (see ECSC3 Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

4.1.2 The invoice must correspond to the *Employer's Representative's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

4.1.3 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd
- Transnet Limited VAT No: 4720103177
- Invoice number
- The *Contractor's* VAT Number
- The Contract number BLE/53128

4.1.4 The invoice contains supporting detail.

4.1.5 The invoice is presented either by post or by hand delivery.

4.1.6 Invoices submitted by post are addressed to:
Transnet Freight Rail
P.O. Box 2986
Bellville
7535

For the attention of Yvonne Damba, Transnet Freight Rail

4.1.7 Invoices submitted by hand are presented to:

Transnet Freight Rail
Transnet Park Building
Robert Sobukwe Road
Bellville South

For the attention of Uil Basson, Transnet Freight Rail

4.1.8 The invoice and statement are presented as originals. The originals must be in receipt by the *Employer's Representative* on or before the last working day of the month.

4.2 PEOPLE

4.2.1 BBBEE and preferencing scheme

Points will be awarded to tenderers based on preferencing using the balanced Department of Trade and Industry (DTI) scorecard. The application of the Broad Based Black Economic Empowerment recognition levels and score preferencing points are as follows:

Contribution Level	Qualification Points on the generic scorecard	Broad-Based BEE Recognition Level	Preferencing Points Scored
Level 1	Greater than or equal to 100 points	135%	10
Level 2	Greater than or equal to 85 points but less than 100 points	125%	9
Level 3	Greater than or equal to 75 points but less than 85 points	110%	8
Level 4	Greater than or equal to 65 points but less than 75 points	100%	5
Level 5	Greater than or equal to 55 points but less than 65 points	80%	4
Level 6	Greater than or equal to 45 points but less than 55 points	60%	3
Level 7	Greater than or equal to 40 points but less than 55 points	50%	2
Level 8	Greater than or equal to 30 points but less than 40 points	10%	1
Non-compliant	Less than 30 points	0%	0

On the basis the *Contractor* with a BBBEE recognition level of 135% will achieve 10 points, and the points will be allocated accordingly on a pro-rata basis as per the table above.

In addition to the above, provision is made for the case where a *Contractor* has greater than 50% black ownership. In this instance, provided the requisite documentary evidence is supplied, the *Contractor* will then be awarded preference point's one level above that awarded based on the DTI scorecard. For example, a *Contractor* with > 50% black ownership obtaining a Level 6 contribution equating to 5 points will be awarded 6 preferencing points (Level 5).

Contractors claiming Preference Points must submit together with the tender document their BEE verification certificates issued by Accredited Verification Agencies or Verification Agencies that are in possession of a valid pre-assessment letter from the South African National Accreditation System (SANAS). Despite this provision, all verification certificates issued by non-accredited verification agencies before 31 January 2010 will remain valid for 12 month from the date of issue (Refer Government Gazette Notice No. 810 of 2009 – 31 July 2009).

Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also reserves the right to carry out an independent audit of the *Contractor's* scorecard components at any stage from the date of close of the tenders until completion of the contract.

4.3 SUBCONTRACTING

4.3.1 Preferred SubContractors

The *Contractor* shall not appoint or bring subContractors onto site without the prior approval of the *Employer's Representative*, and all subContractors will be required to conform to the requirements as set out herein as if they were employees of the *Contractor*.

The *Contractor* shall not deviate from the accepted subContractor's list without prior approval of the *Employer's Representative*.

4.3.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* shall appoint his subContractors under the NEC3 Engineering Contract Sub Contract unless accepted otherwise by the *Employer's Representative*.

4.4 CONTRACTUAL OBLIGATION

4.4.1 The *Contractor* shall provide a provisional Gantt or a similar chart showing proposed work program. The final chart shall be submitted within seven working days of awarding the tender.

4.4.2 The *Contractor* shall supply a triplicate site instruction book. This book shall be used to record any instructions to the *Contractor* and disputes regarding the quality of work on site. This book will be filled in by the Supervisor or Manager and must be countersigned by the *Contractor*.

4.4.3 The site diary and the site instruction book shall be the property of Transnet and shall be handed over to the Supervisor or Manager on the day of energizing or handing over.

4.4.4 Transnet reserves the right to be present during installation and testing and must be timeously advised of the dates of commencement of the installation and testing. Arrangements must be made with the Manager or his designated personnel to perform witness and authorize the tests.

4.4.5 The *Contractor* shall repair any damage resulting from negligence of his or her staff to the substation equipment.

4.4.6 No sub-contractor shall be appointed without obtaining prior authority from the Project Manager.

5. Construction

5.1 TEMPORARY WORKS, SITE SERVICES & CONSTRUCTION CONSTRAINTS

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

The work is to be carried out at Hugo, Botha and Kraaifontein 3 kV DC traction substations and are access controlled area.

The *Contractor* shall ensure the safe passage of traffic to and around the working areas at all times. This shall entail the provision of flagmen, protective barriers, lanterns, signs, etc. for protection, direction and control of traffic. No lights are to be fixed anywhere without written approval from the *Employer's Representative*.

The *Contractor* shall organise the work to cause the least possible inconvenience to any operations at Worcester Station Area.

Access permits shall be made by the *Contractor* to a standard acceptable to the *Employer's Representative*, be allowed for within the *Contractor's* access control provision and shall include at least the following information:

- Company name and logo.
- Employees name and ID number.
- Date of issue and period of validity.
- Company details
 - ◆ *Telephone number*
 - ◆ *Fax number*
 - ◆ *E-mail address*

5.1.2 Restrictions to Access on Site, hours of work, conduct and records

The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Employer's Representative* prior to commencement of the proposed working hours.

The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including *SubContractors*) with access to such daily records available for inspection by the *Employer's Representative* at all reasonable times.

5.1.3 Safety Requirements

5.1.3.1 The Contractor or his sub Contractor shall be required to work on site in accordance with Transnet Freight Rail's safety specification E4E of April 1997 and the occupation Health and safety act 85 of 1993.

5.1.3.2 The Contractor shall be required to work under direct supervision of Transnet's appointed Supervisor on site and shall work only in the area, which shall be demarcated by suitable barriers.

- 5.1.3.3 Transnet shall during the contract have a Supervisor available on site for the necessary isolation of electrical equipment and issuing of work permits.
- 5.1.3.4 Substation permit condition shall be determined during site meeting and should be approximately 1-4 weeks.
- 5.1.3.5 All team members, visitors or casual workers are to be inducted if they do not have a current induction certificate valid for the site.
- 5.1.3.6 Ensure that safety performance expectations are clearly communicated regularly to the project team.
- 5.1.3.6 Lengthy discussion of safety performance expectations preferably face-to-face (where possible) shall be held by the Contractor of which Transnet Freight Rail's Project Manager, Safety Rep or Supervisor has the right to be a witness.
- 5.1.3.7 The Contractor shall produce Health & Safety Plan for the team including all sub-contractors.
- 5.1.3.8 The Contractor shall list all training requirements for the team for any specific competency and/or awareness training according to various Transnet Freight Rail policies.
- 5.1.3.9 Workers must carry proof of training attended for execution of the works.
- 5.1.3.10 The contractor shall carry out the risk assessment of the work site to identify hazards before work commences.
- 5.1.3.10 Records to be kept in Health and Safety file including sub-contractors:
- a) All safety audits will be discussed and corrective actions monitored.
 - b) All audit results are to be recorded in the site diary.
 - c) Unscheduled visits and "STOP" Visits using stop cards shall be conducted by Transnet Freight Rail.
 - d) The Contractor must communicate Safety Critical incidents via Green Areas to the rest of TFR.
 - e) The Contractor shall check if assets are safe for operations e.g. Train ops, safe access and exit of buildings etc.
 - f) Review safety performance stats: Incidents, Corrective Action matrix, audits etc.
 - g) The contractor must supply his own PPE
 - h) Employees that do not wear the necessary PPE will not be allowed on site.
 - i) Defective PPE must be reported immediately to the Supervisor

5.1.4 Cooperating with and Obtaining Acceptance of Others

The *Contractor* shall not commit or permit any act that may interfere with the performance of the other parties operating in the area and shall carry out work in close liaison with the *Employer's Representative*.

5.1.5 Publicity and Progress Photographs

The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards or using the details of the contract in any advertising media.

The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Employer's Representative*.

5.1.6 *Contractor's* Equipment

The *Contractor* shall supply all labour, vehicles, machinery, small plant and any mechanised equipment for the proper execution of the works and in addition to this the *Contractor* shall provide all accommodation and toilet facilities for his/her employees. No accommodation shall be erected on Transnet Freight Rail property.

All tools and labour required to perform the work as stipulated in the schedule of quantities shall be provided by the *Contractor* and included in his/her tendered rates. These include:

- 5.1.6.1 All fuel for small plant tools, lubricants, etc.
- 5.1.6.2 Staff accommodation complete with ablutions and kitchen facilities.
- 5.1.6.3 Fire prevention and firefighting measures.

The maintenance, leasing, hiring and insurance of this equipment will solely rest with the *Contractor*.

The *Contractor* shall be responsible for his/her own arrangements with regards to the transport and safe staging of this equipment.

The *Contractor* shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.

An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the *Contractor* and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

The personnel of the *Contractor* shall at all time during work operations wear reflective safety jackets. These reflective jackets must either be yellow or light blue. Any other colour must first be cleared with the Employer's Representative. *Contractor's* staff working on the site may not wear any form of visible red or green outer garments.

The *Contractor* shall make available employees to be trained, certificated and used as lookouts when required. The training shall be done at no cost to the *Contractor*.

The making of fires, for whatever purpose, on Transnet property is strictly prohibited.

The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Employer's Representative* at all reasonable times.

All equipment or any other equipment necessary shall be supplied by the *Contractor* to successfully execute the *Works* safely, to completion. All tools, test equipment, i.e. wind-speed indicators, rain meter etc. shall be supplied by the *Contractor*.

5.1.7 Equipment Provided by the *Employer*

No equipment will be provided by the *Employer*.

5.1.8 Site Services and Facilities

The *Contractor* shall make his own arrangements for the supply of services such as electricity, potable water, ablutions, fire protection, lighting and all other services required for undertaking the *works*. The *Contractor* shall provide, maintain and finally remove proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

Where any of the above services can be made available by the *Employer*, the cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be to the *Contractor's* account. The applicable tariffs will be those that the Local Authority charges Transnet and shall be obtained by the *Contractor*.

5.1.9 Facilities Provided by the *Employer*

A Suitable construction site will be made available free of charge to the *Contractor* for the duration of the contract.

The site shall be clearly sign posted as being a construction site and shall be compliant with the relevant prevailing safety regulations and restrictions that might be in place until the *Contractor* has de-established from site and has been approved by the *Employer's Representative* or his duly appointed representative.

The layout of any construction site, if required, shall be submitted to the *Employer's Representative* for his approval before the *Contractor* starts erecting his camp.

5.1.10 Facilities Provided by the *Contractor*

The *Contractor* shall make his own arrangements for the accommodation of all labour and comply with the requirements of the respective authorities.

No accommodation for the *Contractor's* and/or *sub-Contractor's* employees will be available on site. No employee, with the exception of security watchmen, may, without written approval from the *Employer's Representative*, be accommodated on site.

The *Contractor* shall, at his own expense, provide for security and access to his construction sites as he may require. Control of access for construction plant onto public roads shall be in accordance with the requirements of the relevant roads authority and *Employer's Representative*.

No liability will be accepted by Transnet for the safekeeping of the *Contractor's* materials. The *Contractor* will not be required to provide any facilities for the use of the *Employer's Representative*.

The *Contractor* shall keep the site tidy at all times and remove all old material such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

On completion of the Works, the *Contractor* shall clear the site of all leftover items of material, rubble, etc. to the satisfaction of the *Employer's* representative.

5.1.11 Existing Premises, Inspection of Adjoining Properties and Checking Work of Others

The *Contractor* and the *Employer's Representative* will inspect the immediate surroundings and record any damage before work is started.

5.1.12 Underground services, other existing services, cable and pipe trenches and covers

The *Contractor* is required to liaise with the *Employer's Representative* and establish as accurately as possible, the location of the various existing services situated within the Works area and record all such information on a suitable "marked-up" drawing for reference at all times. No services drawings are to be supplied.

The *Contractor* shall take all reasonable precautions to protect existing services during construction and during relocation of such services.

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the *Contractor* and subsequently damaged as a result of the *Contractor's* operations, shall be repaired and reinstated forthwith by the *Contractor* or by the Authority concerned, all at the expense of the *Contractor* and to the satisfaction of the Employer's representative.

Whenever unknown services are encountered which interfere with the execution of the Works and which require to be moved and relocated, the *Contractor* shall advise the Employer's representative in writing within 24 hours of such encounter, and the Employer's representative will determine the extent of the work, if any, to be undertaken by the *Contractor* in removing, relocating and reinstating such service.

All existing services shall at all times be protected and/or barricaded where these may be affected by the Works or where these may endanger the safety of personnel.

Should relocation of existing services be necessary, this will either be carried out by Transnet or the *Contractor* under day works rates where instructed by the *Employer's Representative* in writing. Should known services be damaged by construction, the cost of repairs will be for the *Contractors* account.

Where the *Contractor* damages a service due to negligence, he shall bear full cost of repairs to the service. These repairs will be carried out by the relevant authority, or at their discretion, by the *Contractor* to the satisfaction of the relevant authority.

5.1.13 Giving notice of work to be covered up

The *Contractor* shall give 24 hours' notice to the *Employer's Representative* before covering any work.

5.2 COMPLETION, TESTING, COMMISSIONING AND CORRECTION OF DEFECTS

5.2.1 The Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to provide the Works. The *Employer* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the Works and Others from doing their work.

5.2.2 Access Given by the *Employer* for Correction of Defects

The *Program Manager* arranges for the *Employer* to allow the *Contractor* access to and use of part of the works which he has taken over if they are needed for correcting a Defect. In this case the *defect correction period* begins when the necessary access and use have been provided.

6. Plant and Materials Standards and Workmanship

6.1 STANDARD SPECIFICATIONS

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification:

- E4E – Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations
- ENV-STD-001 Standard Environmental Specification
- Concrete (Small works) – SABS 1200GA – 1982
- Earthworks – Standardised specification for civil engineering construction Section D: Earthworks – SANS 1200D: 1988

6.2 DESCRIPTION OF WORK

6.2.1 This contract covers the refurbishment of AC transformers within Transnet Freight Rail Infrastructure at various DC traction substations as follows:

- Hugo
- Botha
- Kraaifontein

6.2.2 The Contractor shall remove the existing rust and chemically remove the paint from the fins.

6.2.3 The Contractor shall repair all holes and the surface areas damaged on the fins, and ensure that the fins are leak proof.

6.2.4 The contractor shall degrease, clean fins, and apply two coats of ZINGA paint before painting the fins according to specification CEE.0045.2002.

6.2.5 All exterior metal surfaces of the transformer, small steel parts, bolts and nuts and associated apparatus, subject to corrosion, shall be prepared for corrosion proofing by applying two coats of ZINGA paint and then be painted in accordance with the Transnet specification CEE.0045.90.

6.2.6 Contractor must make provision for the replacement of any small steel parts, bolts, and nuts if required. All the supplied material shall be stainless steel.

6.2.7 The conservator tank shall be painted white on the outside.

6.2.8 The Contractor shall repair all damage to the Main tank and the conservator tank.

6.2.9 The Contractor shall regasket, replace, repair or clean the following items on the main tank and the conservator tank to ensure that the transformer is leak proof:

- Replace Top cover gasket.
- Regasket Primary Bushings
- Regasket Secondary Bushings
- Repair or Replace CT Connection Box
- Regasket Tap-Switch(Top mounted)
- Regasket Inspection Covers
- Repair or Replace Stop Cocks
- Repair or Replace Drain Cocks

- Repair or Replace Sampling Cocks
- Regasket Core Earth Insulator Bushing
- Repair damage to the fins, main tank and conservator tank
- Repair Radiator Drain Plugs
- Treat Oil Contaminated Ballast
- Treat Oil Contaminated Plinths
- Treat Rust(exterior transformer, conservator tank)
- Clean, Treat and Spray-Paint Conservator Tank
- Top-up Transformer With Oil
- Purify Oil
- Testing Of Oil
- Remove, Store and Replace Oil
- Clean, Treat and Paint Transformer and Fins
- Replace Sight Glass
- Regasket Conservator Tank
- Regasket Breather
- Regasket Buchholz Relay
- Regasket Pipe From Buchholz To The Main Tank

- 6.2.10 The Contractor shall Replace or clean sight glasses. The sight glasses shall have a 20⁰C marking in the conservator tank.
- 6.2.11 The work to be done on each transformer shall be unique and shall be decided during the site meeting.
- 6.2.12 The gasket must be Type 72 with the thickness of 10mm for the top gasket and oil fins, and 6mm for the rest of the attachment brackets.
- 6.2.13 All insulators and electrical components must be covered when spraying and or painting the equipment.
- 6.2.14 The contractor shall remove the oil from the main tank where necessary to perform the work. The oil shall be stored in PCB free storage containers. Contractor shall provide oil storage container, power plant and the filtering plant.
- 6.2.15 The Contractor shall refill the transformer with the stored oil and top up with the mineral insulating oil after the completion of work.
- 6.2.16 The Contractor shall clean oil spills on the transformer plinth and ballast.
- 6.2.17 The oil shall comply with the requirements specified in SABS 555 edition 4 of 2002.
- 6.2.18 The Contractor shall perform oil tests before the commencement of work and 24 hours after the completion of the works. The oil samples shall be taken from the top and bottom of the main tank of the transformer.
- 6.2.19 The Contractor shall filter the oil. The filtered oil shall comply with the requirements specified in SABS 555 edition 4 of 2002.
- 6.2.20 The Contractor shall re-tighten all newly installed gaskets after three months of completion of work.
- 6.2.21 The performance due by the Contractor shall include any work arising from or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

6.2.22 The contractor shall test and sample the oil before and after the refurbishment in accordance with the specification SANS 555.

6.2.23 The tenderer shall provide the following tests:

- Moisture Content
- Acid Content
- Dielectric Strength Test
- Dissolved Gas Analysis

6.2.24 The contractor shall provide containers for sampling and labels for the information to be supplied with the sample. The labels must make provision for the following information: -

- District / Depot
- Location (of substation)
- Date of sample
- Sampled by: (name)
- Unit Duty (Traction/ Auxilliary Transformers)
- Unit Make
- Unit Serial Number
- Unit Voltage (kV)
- Unit Capacity (MVA)
- Sampling Point
- Gauge Temperature
- Contract Number

6.2.25 Transnet shall not accept samples unless all the information has been provided. Of special importance is the serial number and Temperature.

6.2.26 The contractor shall provide a hard copy of the results to the Manager and Supervisor.

6.2.27 The test shall be performed by fully accredited oil test laboratory of which proof of accreditation must be supplied to Supervisor

6.2.28 For each parameter tested, the contractor shall show proof that oil conforms to this specification as follows after refurbishment.

PARAMETER	ACCEPTABLE
Electric Strength	> 30kV
Acid	< 0.50 mg KOH/g
Hydrogen	< 150 ppm
Methane	< 25 ppm
Carbon Monoxide	< 500 ppm
Carbon Dioxide	< 10000 ppm
Ethylene	< 20 ppm
Ethane	< 10 ppm
Acytelene	< 15 ppm
Moisture	

- 6.2.29 All fasteners (nuts & bolts) shall be secured using flat as well as lock washer.
- 6.2.30 Only contractors who are certified and accredited by the exothermic welding industry shall be used for the installation.
- 6.2.31 The contractor shall remove the necessary crusher stone before any excavation commences.
- 6.2.32 The contractor shall restore the crusher stone to its original condition once the installation work has been completed.
- 6.2.33 The contractor shall supply any additional crusher stone required to restore the trenched area to its original condition.

6.3 COMMISSIONING OF EQUIPMENT

- 6.3.1 The Contractor shall test and commission all installed components.
- 6.3.2 The Contractor or his/her representative shall be present and ensure that all his staff have been withdrawn from the HV equipment and warned that it will be treated as 'live' and must endorse the substation logbook to this effect. The Contractor is responsible for his/her safety and that of his/her staff.
- 6.3.3 Protection staff, technical assistant together with the Manager or his assistant shall be on site when the functional tests are conducted. The Protection staff shall sign all the tests sheets acknowledging that he or she has witnessed the tests.
- 6.3.4 The Protection staff or the Manager together with the Contractor shall compile a list of defects. These defects shall be rectified.
- 6.3.5 In cases where the defects will not adversely affect safety and or satisfactory operation of the equipment, both the Contractor and the Manager shall sign the defects lists acknowledging the defects and these may be accepted subject to later rectification. The copy of these defects shall be given to the Contractor or his/her representative.
- 6.3.6 The Manager or his representative shall confirm that electrical protection devices and circuits have been checked and passed by protection staff and the protection settings have been entered into the logbook provided for this purpose.
- 6.3.7 Whenever an installation has been handed over with an undertaking to rectify certain defects, the Contractor and the Manager must ensure that the defects are rectified within 10 days from the date of the handover.
- 6.3.8 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Supervisor and at the cost of the Contractor.
- 6.3.9 If urgent repairs have to be carried out by Transnet staff to maintain supply during the guarantee period the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.
- 6.3.10 On completion of commissioning, the substation equipment shall be handed over by the Contractor to the Manager. This handing over shall be formally in writing.

- 6.3.11 After this handing over, the Contractor must have no access to any substation equipment, except with the permission of the Manager.
- 6.3.12 All redundant/old materials/equipment to be left on site for Transnet Freight Rail to dispose of as it deems fit.
- 6.3.13 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.
- 6.3.14 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.
- 6.3.15 The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period.
- 6.3.16 It is the Contractor's responsibility to satisfy himself or herself that the commissioning of the protection equipment has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.
- 6.3.17 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

6.4 GUARANTEE

- 6.4.1 The *Contractor* shall guarantee the satisfactory operation of the complete electrical installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.
- 6.4.2 The *Contractor* shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 6.4.3 The guarantee period for these standby plants shall expire after: A period of 12 months commencing on the date of completion of the contract or the date the standby plant was handed over to Transnet Freight Rail.
- 6.4.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the *Contractor*.
- 6.4.5 The *Contractor* shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.
- 6.4.6 Should the *Contractor* fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the *Contractor* shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.
- 6.4.7 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Technical Officer and at the cost of the *Contractor*.

6.4.8 If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period, the *Contractor* shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.

6.5 QUALITY AND INSPECTION

6.5.1 Transnet Freight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful *Contractor*.

6.5.2 The *Contractor* shall notify Transnet Freight Rail 21 days in advance of such an inspection date.

6.5.3 The *Contractor* shall apply 14 days in advance for the date of energizing and ensure that all work is completed before any commissioning can take place.

6.5.4 The *Contractor* shall be responsible to issue a compliance certificate in terms of SANS 0142 for each site before energizing of the equipment shall take place.

6.6 SCRAP MATERIALS

6.16.1 All redundant/old materials/equipment to be removed from site and transported to TFR Scrap Bank in Salt River.

6.7 DETAILS OF CONDITIONS IN WHICH THE CONTRACTOR MUST WORK

All staff working on site to have valid medical certification and be equipped with the correct, certified PPE in accordance with the Occupational Health and **Safety Act, 1993(Act 85 of 1993)**.

6.8 CONSTRAINTS

Access and traffic control – The site is fully operational.

6.9 DAILY SITE DIARY AND INSPECTION BOOK

6.18.1 The *Contractor* shall provide an A4 size triplicate book to be used as a Daily Diary for the duration of the Contract. The *Employer's Representative* shall retain the original copy and the *Contractor* shall retain the first and second copy. The diary shall be completed on a daily basis.

6.18.2 In addition to this the *Contractor* shall provide an A4 size triplicate book to act as Site Instruction Book. The *Employer's Representative* shall retain the original copy and the *Contractor* shall retain the first and second copy. The diary shall be completed on a daily basis. Only the *Employer's Representative* or his *Supervisor* will have the authority to issue site instructions to the *Contractor*.

6.18.3 The site diary book shall be used to record any unusual events during the period of the contract. All delays caused by the *Contractor*, Transnet Freight Rail employees and due to natural causes shall be recorded. Such delays must be counter-signed by the appointed *Employer's Representative*. Other delays caused by the 3rd party shall be reported to the *Employer's Representative* immediately in writing.

6.18.4 The *Contractor* shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the *Employer's Representative*.

"PREVIEW COPY ONLY"

7. Schedule of applicable specifications, instructions & drawings

- 7.1 CEE.0045: PAINTING OF STEEL COMPONENTS OF ELECTRICAL EQUIPMENT
- 7.2 CEE.0183.2002: HOT DIP GALVANISING AND PAINTING OF ELECTRICAL EQUIPMENT
- 7.3 CEE.0229.95: DRY-OUT AND REGENERATION OF INSULATING OIL AND RECLAIMING AND DESLUDGING OF TRANSFORMERS
- 7.4 CEE.0012.2002 METHOD OF TENDERING.
- 7.5 CEE.TBD 0007 EARTHING ARRANGEMENTS TRACTION SUBSTATIONS
- 7.6 BBB 0845 VERSION 2 REQS FOR METAL OXIDE SURGE ARRESTERS IN ACCORDANCE WITH SANS 60099-4
- 7.7 BBB 3620 VERSION 4 3KV DC EARTHING ARRANGEMENT OF TRACTION SUBSTATIONS.

"PREVIEW COPY ONLY"

PART 4: SITE INFORMATION

1. Description of the Site and its surroundings

1.1. General description

Free access to Hugo, Botha and Kraaifontein substations

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

Substations are standalone buildings

1.3. Subsoil information

N/A

1.4. Hidden services

Not known

1.5. Other reports and publicly available information

N/A

"PREVIEW COPY ONLY"