

TRANSNET



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

Transnet SOC Ltd

(REGISTRATION NO. 1990/000900/30)

trading as

Transnet Freight Rail

Tender No. PTH 53749CIDB

**EMERGENCY ELECTRICAL REPAIRS AND MAINTENANCE WORK
TO THE OPERATION ASSETS OF TRANSNET FREIGHT RAIL,
REAL ESTATE, IN THE QUEENSTOWN SURROUNDING AREAS
ON AN "AS AND WHEN BASIS" FOR A PERIOD OF TWO YEARS
(24 MONTHS) OR UNTIL TOTAL PAYMENT HAS REACHED
R200 000.00 (Excl. VAT) WHICHEVER OCCURS FIRST**

Issue Date: Thurs, 27 August 2015

Closing Date: Tue, 15 September 2015 at 12:00

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PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFQ NO. PTH 53749CIDB

1. QUOTATION REQUEST

Responses to this RFQ [hereinafter referred to as a **Quotation**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent or Bidder**] for the provision of the **EMERGENCY ELECTRICAL REPAIRS AND MAINTENANCE WORK TO THE OPERATION ASSETS OF TRANSNET FREIGHT RAIL, REAL ESTATE, IN THE QUEENSTOWN SURROUNDING AREAS ON AN "AS AND WHEN BASIS" FOR A PERIOD OF TWO YEARS (24 MONTHS) OR UNTIL TOTAL PAYMENT HAS REACHED R200 000.00 (E xcl. VAT) WHICHEVER OCCURS FIRST** to Transnet.

Tenderers should have a CIDB contractor grading designation of **2EB** or higher. Potentially emerging enterprises (**1EBPE**) who satisfy criteria stated in the Tender Data may submit tender offers. Only Tenderers, who are registered with the CIDB, are eligible to submit tenders.

On or after **27 August 2015**, the RFQ documents may be inspected at, and are obtainable from the Regional Supply Chain Office, FC Sturrock Building, 2nd Floor, Room 204, Fleming Street, Port Elizabeth.

Arrangements for the collection of RFQ documents can be made with the following Transnet representative:

Ms. Ronelle Blom / Ms Phumla Maldaka

Tel: 041 507 2721 / 2720

E-mail: Ronelle.blom@transnet.net or Phumla.maldaka@transnet.net

No RFQ/tender fee is applicable and will be issued "FREE OF CHARGE" to all respondents.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

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

Mr. Wesley van Heerden

E-mail: Wesley.vanheerden@transnet.net

2 BRIEFING

A **Compulsory** RFQ briefing will be conducted at the 1 Livingston road Top Town Queenstown, on Thursday, 03 September 2015 starting at 10h30.[Respondents to provide own transportation and accommodation].

- a) A Certificate of Attendance must be completed and submitted with your Response as proof of attendance required for a compulsory site meeting and RFQ briefing.
- b) Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- c) Respondents without a valid RFQ document in their possession will not be allowed to attend the RFQ briefing.
- d) The briefing session will start punctually at 10:30 and information will not be repeated for the benefit of Respondents arriving late.

This tender closes punctually at 12:00 hrs on Tuesday, 15 September 2015.

If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.

Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions should not be made by the Respondent to RFQ documents. Any alterations must be initialed by the person who signs the Bid Documents. **Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile, email and late tenders will not be accepted.**

Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

Respondents are required to complete **Annexure A [the B-BBEE Preference Point Claim Form]** and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

4 Communication

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

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Wesley van Heerden **Email:** Wesley.vanheerden@transnet.net

Respondents may also, at any time after the closing date of the RFQ, communicate with the following Transnet employee on any matter relating to its RFQ response:

Me. Ronelle Blom / Ms Phumla Maldaka

Tel: 041 507 2721 / 2720

E-mail: Ronelle.blom@transnet.net or Phumla.maldaka@transnet.net

5 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

6 VAT Registration

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

7 Legal Compliance

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

8 Changes to Quotations

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

9 Pricing

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

10 Prices Subject to Confirmation

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

11 Negotiations

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

12 Binding Offer

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

13 Disclosure of Prices Quoted

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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14 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it.

Please note that Transnet reserves the right to:

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

Should a contract be awarded on the strength of information furnished by the Respondent, which, after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

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

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

15 Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact. Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request.

Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

YES		NO	
-----	--	----	--

Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

16 INSTRUCTIONS FOR COMPLETING THE RFQ

- Proposals must be submitted in 1 original hard copy and must be bound.
- The documents are to be submitted to the address specified in paragraph above.
- **All returnable documents tabled in the Proposal Form must be returned with your Proposal.**
- Unless otherwise expressly stated, all Proposals furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

17 COMPLIANCE

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

18 LEGAL REVIEW

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

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

PART T1.2. TENDER DATA

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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 <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
F.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Part C: The contract Part C1: Agreement and contract data Form of offer and acceptance Contract data Pricing instructions Price List Works Information Site information Part C1.2: Adjudicator's Contract Data Secondary Specifications Principal Controlled Insurance
F.1.4	The Employer's agent is: Name: Vincent Puttergill Address: TFR Real Estate Services – Port Elizabeth Tel No. (043) 700 2404
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 2 EB 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 2 EB 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 2 EB 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, Price and Preference

Prequalification

Step 1: Administrative Responsiveness:

All Returnable Documents/Schedules provided: Mandatory and Essential

Step 2: Substantive Responsiveness:

All Mandatory documents complete and correct and acceptable response to any clarification on Essential documentation:

Mandatory Documentation: Completed and Signed Form of Offer and Completed Price List

Pre-Qualification Compliance:

Bidders to provide a Trade Certificate (Red Seal) and proof of License to issue a Certificate of compliance.

Only those bidders who submits the above documentation for Pre-Qualification will be eligible for further evaluation, failure to meet this requirement 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:

Step 3

Quality criteria – Minimum Threshold of 50%	Maximum number of points
Comparable projects (References / Track Record)	100
Maximum possible score for quality (W_Q)	100

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 minimum number of evaluation points for quality is : 50

Each evaluation criteria will be assessed in terms of Five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality, unless scored collectively. (See CIDB Inform Practice Note #9)

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

Step 4: Financial offer and Preference

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

$$T_{EV} = N_{FO} + N_P$$

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

Description of quality criteria and sub criteria			Max no of points
Commercial	Competitive Pricing	100	80
BBBEE	Points scored	100	20
Total evaluation points			100

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 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 2nd Floor

Physical address: Transnet SOC Limited
Secretariat of the Acquisition Council, Admin Support Office
Room 213, 2nd Floor
FC Sturrock Building
Fleming Street
Port Elizabeth
6001

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

- The Tender Description, The Tender Number
- Closing date and Time: 15 September 2015 at 12h00
- Closing Address: (Refer to abovementioned)



options)

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

-
- 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.
-
- 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. Letter of Good Standing
 4. All Returnable Documents listed in Section T2.1.
-
- F.3.4 The time and location for opening of the tender offers are:
Time 12:15 on Tuesday, 15 September 2015
Location: 2nd Floor, FC Sturrock Building, Fleming Street, Port Elizabeth
-
- 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:
80 where the financial value inclusive of VAT of one or more responsive tenders received have a value in excess of R 1,000 000
Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.
Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. Tenderers with no accreditation will score zero points for preference.
-
- 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).
-
- F.3.18 The additional conditions of tender are:



The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *Works* and of the rates and prices stated in the priced Price List in the *Works* Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.

- a) Notwithstanding what is stated in Pricing Data, Tenderers are required to tender for **all** the areas quoted in the Price List.
- b) Transnet Freight Rail may conclude one or more contracts as a result of this tender.
- c) The tenders shall be completed in black ink only.
- d) Tenderers are advised that it is compulsory to submit offers for all Tender Options as set out below: **Option 2 – Fixed Price Offer**

Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted shall **not be subject to any form of Contract Price Adjustment Formulae e.g. Harewood Formulae.**

In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.

This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

e) **Market Related Wage Rates**

When pricing this document, respondents are to allow for wages, which are not less than the lesser of:

- The statutory wage rates in any labour category in the project locality; and,
- The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, the Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender prices, etc.

The employer reserves the right to reject responses to the Tender that do not comply with this condition.

f) **Letter of Intent**

For contracts with an anticipated value for R500 000.00 and above, Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a performance bond as required will be provided when asked to do so.

g) **Change in the Scope of Work**

Tenderers are advised that whilst preliminary space planning drawings have been prepared for this project and an estimated project value has been provided, the scope of work and value of the contract may be substantially altered. In this regard, Tenderers are advised that no claims for loss and expense shall be entertained for the employer implementing any changes that may become necessary. It shall be deemed that the Tenderer has allowed for any costs that may arise due to compliance with this clause in the Tender amounts offered.

h) **Interviews**

All Tenderers are advised that they may be required to attend interviews and / or submit further information; including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of all Tender submissions.

i) **Indicative Programme**

Tenderers are advised that should an indicative programme be included in the set of Tender documents it is not intended to be prescriptive. It should be used as a guide only.



PART T2: RETURNABLE DOCUMENTS

"PREVIEW COPY ONLY"

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

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

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

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

1. Returnable Schedules required for tender evaluation purposes

No.	Essential Returnable Documents
1	Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference.
2	Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference
3	In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement
4	Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]
5	Relevant Trade Certificate (Red Seal) and Proof of License to issue a Certificate of Compliance
6	Certificate of Authority for Signatory (Resolution by Board)
7	Original letter of good standing issued by compensation Commissioner
8	Tenderer's Experience – Comparable projects
9	Certificate of Attendance of RFQ Briefing Session
10	Proof of CIDB Grading
11	Acknowledgement Form
12	ANNEXURE A : B-BBEE Preference Points Claim Form
13	ANNEXURE B : RFQ Declaration Form
14	ANNEXURE C : Supplier Code of Conduct

Mandatory Returnable Documents	Submitted [Yes/No]
<ul style="list-style-type: none"> Signed Form of Offer and Acceptance 	
<ul style="list-style-type: none"> Completed Price List 	

ACKNOWLEDGEMENT

By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20____

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person: *[Please complete]*

Name	:
Designation	:
Telephone	:
Cell Phone	:
Facsimile	:
Email	:
Website	:

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

ANNEXURE B 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 Proposal (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]

6. 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.
7. 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).
8. 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	AS WITNESS:
duly authorised thereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

IMPORTANT NOTICE TO RESPONDENTS

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

ANNEXURE C

SUPPLIER CODE OF CONDUCT

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

The Transnet Supply Chain Policy

Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fairness, equity, transparency, competitiveness and cost effectiveness;

The Public Finance Management Act [PFMA];

The Preferential Procurement Policy Framework Act [PPPF];

The Broad-Based Black Economic Empowerment Act [B-BBEE]; and

The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the behaviour and conduct of its Suppliers.

Prohibition of bribes, kickbacks, unlawful payments, and other corrupt practices

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

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

Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions and payments to our Suppliers.

Employees must not accept or request money or anything of value, directly or indirectly, to:

- illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
- gain an improper advantage.

There may be an occasion when a Supplier is confronted with fraudulent or corrupt behaviour by a Transnet employee. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

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

Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.

Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

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

Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:

- misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
- collusion;
- failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
- corrupt activities listed above; and
- harassment, intimidation or other aggressive actions towards Transnet employees.

Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.

Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of interest

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

Transnet employees awarding business to entities in which their family members or business associates have an interest

Transnet employees having a financial interest in a bidding entity

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

Schedule of the Tenderer's Experience

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** 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 addresses
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 an accredited rating agency (SANAS member).

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 and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **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.
- e) 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.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

Transnet Vendor/Supplier Management [please substitute this with your relevant Transnet department before sending this document out]

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							
Bank Name			Bank Account Number				
Postal Address						Code	
Physical Address						Code	
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 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
Duly Authorised To Sign For And On Behalf Of Firm / Organisation							
Name						Designation	
Signature						Date	
Stamp And Signature Of Commissioner Of Oath							
Name						Date	
Signature						Telephone No.	

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

BREACH OF LAW FORM

NAME OF ENTITY: _____

I/We _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

Certificate of Attendance at Clarification/Site Meeting/s

This is to certify that

_____ (Tenderer)

of _____ (address)

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

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

Name: _____ Signature _____

Capacity: _____ Date and time _____

Atten

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

Name: _____ Signature _____

Capacity: _____ Date and time _____

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 "**firm price**" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs

of any service, for the execution of the contract;

- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

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

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

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

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities

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

(vi) Company Classification [TICK APPLICABLE BOX]

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

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

BID DECLARATION

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

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

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

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C1.2 Contract Data

Data provided by the *Employer*

Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (June 2005) (ECSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.

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

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 FC Sturrock Building Fleming Street Port Elizabeth 6001
		Postal Address:
		Private Bag X4 Gallo Manor South Africa 2052
	Tel No.	041 507 2714
	Fax No.	011 774 9102
11.2(11)	The works are	EMERGENCY ELECTRICAL REPAIRS AND MAINTENANCE WORK TO THE OPERATION ASSETS OF TRANSNET FREIGHT RAIL, REAL ESTATE, IN THE QUEENSTOWN SURROUNDING AREAS ON AN "AS AND WHEN BASIS" FOR A PERIOD OF TWO YEARS (24 MONTHS) OR UNTIL TOTAL PAYMENT HAS REACHED R200 000.00 (Excl. VAT) WHICHEVER OCCURS FIRST
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.

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

11.2(12)	The <i>site</i> is	Queenstown Surrounding Areas
30.1	The <i>starting date</i> is	TBA
11.2(2)	The <i>completion date</i> is	24 Months after the start date.
13.2	The <i>period for reply</i> is	2 weeks
14.4	The <i>Employer's</i> representative is (name)	Mr V Puttergill
	Address	East London
	Tel No.	043 700 2404
	The authority of the <i>Employer's</i> representative is	Project Manager
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	15th of each month.
50.5	The <i>delay damages</i> are	R 00.00 per day
50.6	The retention is	No Retention
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	R25 000.00 for any one event
82.1	The <i>Employer</i> provides this insurance	Transnet Principal Control Insurance
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance)
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	Not Applicable
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.

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93.2(2)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Association of Arbitrators (Southern Africa)
93.4	The <i>tribunal</i> is:	Arbitration
	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	TBA
	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)
	The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005)² and the following additional conditions:	[Only enter details here if additional conditions are required.]
	<p>The <i>additional conditions of contract</i> are:</p> <ol style="list-style-type: none"> 1. The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager. 2. The Contractor shall ensure that a safety representative is at site at all times. 3. The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at own cost, and shall be deemed to have been allowed for in the rates and prices in the contract. 4. The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:- <ol style="list-style-type: none"> 1.4.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act. 1.4.2 The Occupational Health and Safety Act (Act 85 of 1993). 1.4.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act. 1.4.4 The Contractor shall comply with the current Transnet Specification E.4E, 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 	

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



establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.

1.4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.

5. The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, 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.
6. In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
7. The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded, such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Supervisor in writing.
8. The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.
9. Both books mentioned in 1.7 and 1.8 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.
10. All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
11. The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd part suppliers/Manufacturers.
12. The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.
13. The period within which payments are made is 30 days from date of invoice receipt

2.0 CONTRACTUAL REQUIREMENT

- 2.1 An addendum reflecting changes to the project specification and 'Price List' may be forwarded to Contractors after the site meeting and Contractors shall quote accordingly, failure of which will result in disqualification.
- 2.2 Contractors shall duly fill in the attached 'Price List'. Items not reflected in the 'Price List', but covered in the project specification or agreed at site meetings, shall be added to the 'Price List' by the Contractor and quoted for accordingly.
- 2.3 Contractors shall submit qualifications of staff that will be performing the works. Only qualified personnel shall perform the works as specified in the Works Information.
- 2.4 During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.
- 2.5 Contractors shall indicate compliance with the specifications. This shall take the form of a separate document indicating the individual statement of compliance or non-compliance.
- 2.6 Contractors shall motivate a statement of non-compliance.
- 2.7 The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and envisaged. This chart shall be submitted to the Project Manager or Supervisor within 14 days after the award of the contract has been made to the successful Contractor.
- 2.8 Where equipment offered does not comply with standards or publications referred to in the specification, Contractors shall state which standards apply and submit a copy in English or certified translation.
- 2.9 Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 2.10 During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 2.11 Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.
- 2.12 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 2.13 The guarantee period shall expire after a period of 12 months commencing on the date of completion and handing over of the contract to Transnet Freight Rail.
- 2.14 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.

- 2.15 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.
- 2.16 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.
- 2.17 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 Project Manager or Supervisor and at the cost of the Contractor.
- 2.18 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.
- 2.19 The Contractor shall guarantee the satisfactory operation of the complete works supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.

"PREVIEW COPY ONLY"



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)³ 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 **As per attached Rates Schedule**
[Enter the total of the Prices from the Price List]:

Signed on behalf of the Contractor

Name

Position

Signature Date

Employer's Acceptance

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

Signed on behalf of the Employer

Name

Position

Signature Date



C2 Pricing Data

C2.1 Pricing Instructions

1. The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Price List in the works Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
2. Any additional costs foreseen by the Tenderer for items not included in the Price List shall be included in the List to be submitted, under the item 'P's & G's'. These items must be specified.
3. It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
4. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted but will be subject to approval by the Employer.
5. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
6. The following abbreviations are used in the Price List.
ea = Each
7. The prices and rates in this Price List are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
8. Where the Works Information requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
9. Where no quantity has been provided against an item in the Price List, the Contractor shall use their discretion and provide the quantity.
10. The short descriptions of the items of payment given in this Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Works Information.
11. For each item in the Price List, including Preliminaries, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material).
12. The total in the Price List shall be exclusive of VAT, and shall be transferred to Contractor's Offer.
13. Additional work not covered in the Price List shall be listed and quoted for by the tenderers in a separate sheet.
14. Payment Certificates - On or after the assessment date, the Supervisor and the Contractor will together assess the quantities of the progress on each item in the Price List and complete the Progress Assessment Detail form, where after the Progress Assessment Certificate will be issued.
15. The Contractor shall then submit a VAT invoice and attach the Progress Certificate mentioned in clause 14 of this section for payment by the Employer.
16. Contractor shall provide the Employer with the necessary details and documentation as required in order to enable the Employer to make electronic payments.

C2.2 Price List

Emergency repair work will be carried out at the following hourly rates: YEAR 1

	Normal Working Hours <i>Excl of V.A.T.</i>	Overtime Hours <i>Excl of V.A.T.</i>	Saturday Hours <i>Excl of V.A.T.</i>	Sunday & Public Holiday Hours <i>Excl of V.A.T.</i>
<i>Labour Rate : Artisan</i>	R_____	R_____	R_____	R_____
<i>Labour Rate Semi- Skilled</i>	R_____	R_____	R_____	R_____
<i>General Labourer Rate</i>	R_____	R_____	R_____	R_____
<i>Traveling/Transport Cost (Conditions apply)</i>	R_____ / km. Excl of V.A.T. Note: This rate per km is from the 20km radius to the requested work and the rate per km is inclusive of the return trip.			
<i>Material Cost Mark-up</i>	_____% (% handling charge) Note: A copy or proof of purchase invoice must be attached to V.A.T. invoice from Contractor.			

BIDDER: [name] _____

BIDDER: [Signature] _____

DATE : _____

C2.2 Price List

Emergency repair work will be carried out at the following hourly rates: YEAR 2

	Normal Working Hours <i>Excl of V.A.T.</i>	Overtime Hours <i>Excl of V.A.T.</i>	Saturday Hours <i>Excl of V.A.T.</i>	Sunday & Public Holiday Hours <i>Excl of V.A.T.</i>
1. Labour Rate : Artisan	R_____	R_____	R_____	R_____
2. Labour Rate Semi- Skilled	R_____	R_____	R_____	R_____
3. General Labourer Rate	R_____	R_____	R_____	R_____
4. Traveling/Transport Cost (Conditions apply)	R_____ / km. <i>Excl of V.A.T.</i> Note: This rate per km is from the 20km radius to the requested work and the rate per km is inclusive of the return trip.			
5. Material Cost Mark-up	_____% (% handling charge) Note: A copy or proof of purchase invoice must be attached to V.A.T. invoice from Contractor.			

BIDDER: [name] _____

BIDDER: [Signature] _____

DATE : _____

C3: Scope of Work

GENERAL CONDITIONS

1. Scope of work

As per Works Information.

2. Site location

The site is situated at per Site Information.

3. Time to complete the work

The tenderer shall indicate at section 2 the time he will require to complete the work, however, this time should not exceed time as per specification. This period shall be exclusive of weekends, public holidays and statutory holiday periods. Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet the sum of as per specification for every day or part thereof during which the works remain incomplete.

4. Guarantee

All workmanship and material shall be guaranteed for a period as indicated in specification of completion of work.

5. Inspection of works

No work shall be covered up or put out of view without the approval of the Project Manager. The Contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon.

5.1. The Contractor shall give due notice to the Project Manager whenever any such work of formations is or are ready or about to be ready for examination.

5.2. The Project Manager shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, examine and or measuring such work as required.

5.3. The Contractor shall uncover any part or parts of the work or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be done by the Contractor.

6. Site records

6.1 Site Instruction Book

6.1.1. The Contractor shall provide a **site instruction book (not smaller than A5), in triplicate for the Project Manager to place all instructions** that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognized for additional payment unless it has been recorded and signed by the Project Manager in the aforesaid book.

6.2. Site Diary

6.2.1. The contractor shall provide a diary, in triplicate to record all day to day incidents that could occur during the contract period. This includes weather, names & numbers of workers on site, material that has been delivered, material that has been loaded and disposed of, incidents that have occurred, nature of work to be done on that day, etc.

6.3. Programming & Planning of the work

6.3.1. The contractor shall provide to the Project Manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet Freight Rail workshop with minor disruptions as no delays must be allowed in this regard.

6.3.2. The program must be agreed to (in the site instruction book) before any work will be allowed to commence on the workshops, per se. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

7. Water supply.

Water may be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Transnet Freight Rail. The Contractor must supply all drums, connections, hoses, clamps etc., as necessary and to provide water to the working site.

8. Electricity supply.

Electricity may be made available to the Contractor. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation and the Regulations of the **Health and Safety Act**, (Act 85 of 1993) and SANS 10142. The Contractor must supply all leads and plugs as necessary and to provide power to the working site

9. Access to site

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet Freight Rail in every way. The Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

10. Material found on site

No material that is lying on the site (other than that as specified in this document) or any Transnet Freight Rail's properties may be removed or used (even if deemed as scrap) by the contractor.

11. Clearing of site

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated by this work only, throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris caused by the works and leaves the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

12. Working outside normal working hours

The normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Transnet Freight Rail will not unreasonably withhold permission; however the Contractor may have to pay for Transnet Freight Rail's supervisory personnel.

13. Escalation

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

14. Retention

Transnet Freight Rail reserves the right to retain up to ten (10) percent of the value of the contract, for a period of six months, (the maintenance period) or such further period beyond the maintenance period if defects have not yet been made good to the satisfaction of the Project Manager.

15. Safety Precautions and Insurance

15.1 Act 85:

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in this specification must be adhered to. (Available on request) But will be completed by the successful tenderer.

15.2 E7/1

Specification for works on, over, under adjacent to Railway lines and near high voltage equipment. (Available at the tender briefing)

15.3 Environment

15.3.1 The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation.

- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998.

15.3.2 The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

15.4 SUBSTANCE ABUSE TESTING

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations 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 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.

15.5 Health and Safety Requirements.

As per the E4E (Health and Safety requirements) no work can commence before the certificate of Good Standing by the Compensation Commissioner, or proof of payment, has been delivered to this office, for this project.

16. Note:

- 16.1** For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Codes and Standards, where relevant, and this shall be deemed too from part of the descriptions of any items in the following Specification. Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision is this Specification description shall apply.
- 16.2** Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular or similar product. In addition, Tenderers must tender on the design specified. The accepted tenderer (i.e. Contractor) may, after obtaining written authority from the Project Manager, use an alternative product or design.
- 16.3** Where such written authority is given by the Project Manager at the request of the Contractor, for the contractor's convenience, all additional costs involved will be done for the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.

17. GENERAL

17.1 Standard Specification

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.

17.2 SANS Specifications (To be obtained by the contenders)

National Building Regulations	SANS 10400 – 11990
General Structural	SANS 11200AH- 11982
Electrical Code of Practice	SANS 10142

17.3 To be supplied by the Contractor

The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORKS as per this specification and as may be ordered by the Manager.

17.4 Site meetings

The Contractor shall be called upon to attend meetings on the site to discuss the progress of WORKS with the Transnet Freight Rail representatives.

17.5 Setting out of the works

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with this Specification, the drawings and the design.

17.6 Keep site tidy

The Contractor shall keep the site tidy at all times and remove all old material and 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.

17.7 Preliminary and General (P & G)

The P & G shall be as per the General and Special Conditions and will include all costs not directly related to the execution of the work as stated. All items not specifically mentioned in the Schedule of Rates and Prices should form part of the contractor's requirements such as the cost of stationary and so on.

17.7.1 The P & G is made up of:

17.7.1.1 **Fixed Charges** (start-up costs and removal of site establishment) and will include the handing over of the site to the contractor and handing back of the site after completion.

17.7.1.2 **Time Related** items and this shall allow for and must be built in the fixed charge rate as in the above, for the full duration of the contract. Any additional time that may or may not be allowed for if the contract exceeds the completion date as agreed will be included in this price/rate.

17.7.2 The profit required to do the work shall be to the contractor's discretion and must be allowed for in all the items in the Schedule of Rates and Prices.

18. ACT 85:

18.1 The contractor shall allow in his pricing for all material and supervision needed in their costing. This shall include:

18.1.1 Start-Up costs:

18.1.1.1 First aid kit and emergency numbers displayed.

18.1.1.2 Safety clothing (boots, gloves, safety hats, goggles and so on)

18.1.1.3 Barriers, barrier tape and so on.

18.1.1.4 Safety files with records of all reports and safety inspections.

18.1.1.5 Sign / notice board stating contractors name and that all visitors report to the site agent for induction to enter onto site and sign the site book.

18.1.2 Day to day matters:

18.1.2.1 The maintenance of the above start up costs.

18.1.2.2 The cost of safety procedures, need at all times at least one incumbent to be responsible for safety. On a daily basis and before any procedure is started a safety and work activity must be recorded in the site diary/safety file to ensure safety methods are used.

18.1.2.3 Need an incumbent with basic first aid training.

18.2 The contractor shall use the **Construction Work Check List** to ensure that all safety issues are dealt with and this must be kept on the safety file.

C3: Scope of Work

C3.1 Works Information

PART B

1.0 SCOPE OF WORK

- 1.1 The work include : The emergency repairs and maintenance work to Transnet assets (Electrical) in Queenstown surrounding area on an "As & When Basis "for a period of two years or until the total payment has reached R 200,000 – 00 (Excl V.A.T.) Whichever occurs first?
- 1.2 Queenstown and surrounding area includes the following towns: Queenstown, Burgersdorp, Sterkstroom, Aliwal North, Bethule, Springfontein and Molteno.
- 2 **The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-**
 - 2.1 The Contractor must be stationed in Queenstown or must operate from the Queenstown area.
 - 2.2 The Contractor shall not make use of any sub-Contracting to perform the works or parts thereof without prior permission from the Project Manager / Supervisor.
 - 2.3 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
 - 2.4 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - 2.5 The Occupational Health and Safety Act (Act 85 of 1993).
 - 2.6 The Contractor shall comply with the current Transnet Specification E.4E, 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 plant, equipment or material, submit to the Project Manager / Supervisor.
 - 2.7 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
 - 2.8 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, 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.

- 2.9 In addition to compliance with clause 2.5 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 2.10 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment's.
- 2.11 The contractor shall ensure that the SANS 10142-1 Wiring of Premises is adhered to and that the relevant Health and Safety Act are met.
- 2.12 The Installation, maintenance, replacement and repair of fixed electric water heating systems SABS 0254.
- 2.13 Guidelines for the Provision of Engineering Services in Residential Townships: - by Department of Community Development.
- 2.14 Code 29 - Specification for Lifting Equipment.
- 2.15 The Contractor will issue all workers employed by him with the necessary protection clothing.
- 2.16 Electrical contractor to remove all left over material, rubble, and electrical equipment stripped by the contractor and is for his own property.
- 2.17 All material and equipment used to be S.A.B.S. approved and workmanship to be of a high quality and standard, done to the satisfaction of TRANSNET FREIGHT RAIL's site Project Manager / Supervisor.
- 2.18 NB: The contractor is responsible for his own measurements where applicable, however, where rates are given the actual work done will be measured on completion and paid accordingly.
- 2.19 To inspect and issue an Electrical Compliance Certificate for this work shall be given when requested by the Project Manager / Supervisor.

3 The Contractor will be responsible for the following categories of work.

- 3.1 To do electrical repairs and maintenance to geysers.
- 3.2 Installing all types of kilowatt-hour meters on request by the Project Manager / Supervisor.
- 3.3 To install of electrical supply points on request of the Project Manager / Supervisor.
- 3.4 To split different circuits inside and outside of building so that they can be separately metered on request of the Project Manager / Supervisor.
- 3.5 To do maintenance and repairs to as well as upgrading of street lighting or area lighting.
- 3.6 To do maintenance and repairs to all low voltage power lines and cabling.
- 3.7 To do maintenance and repairs to all distribution networks as requested by the Project Manager / Supervisor.

- 3.8 To do maintenance and repairs to all kiosks and switch rooms as requested by the Project Manager / Supervisor.
- 3.9 To do electrical meter readings as required on a meter reading list provide by Transnet when requested by the Project Manager / Supervisor.
- 3.10 Any forms of disciplines and categories of repairs and maintenance work as requested by the Project Manager / Supervisor to low voltage systems at any given time.
- 3.11 The Contractor shall provide all labour, transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the Works as required and shall be made available for Transnet on the invoice when submitting a claim.
- 3.12 The Contractor shall be called upon to attend meetings on the site to ensure that the works is undertaking correctly and complies with the specification.
- 3.13 The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with the "Guidelines for the provision of Electrical Engineering Services in Residential Townships" by The Department of Community Development.
- 3.14 The Contractor shall keep the site tidy at all times and remove all old material and such off-cuts, demolished material, surplus material.
- 3.15 Contractor to adhere to the time agreed upon to completing all tasks/request, based on times as laid down in the manufacturer's standard times, without neglecting the standard of workmanship. Be subject to the control, authority and supervision of Transnet.
- 3.16 Guarantee the quality of his workmanship for a period of twelve (12) months.
- 3.17 In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all of the work performed by the Contractor, Transnet shall forthwith notify the Contractor thereof. The Contractor shall then forthwith redo the complete work at his own expense to the satisfaction of Transnet.

4 Travelling/transport

- 4.1 See clause 1.4 of the Part A as no travelling time is allowed for within the radius of 20km from his home station. Therefore, the price is inclusive of travelling in this zone.
- 4.2 If work is outside his home station, the contractor shall be compensated for this via a rate. This shall be from the 20km radius to the requested work. This price is inclusive of return trip.
- 4.3 **NOTE:** Travelling/Transport rate is only for one way; the return trip is not allowed for and must be included in the rate.

5 General conditions

- 5.1 All planned and unplanned work will be set out on a Transnet job order system.
- 5.2 The job order number is proof for work to proceed.

- 5.3 All planned monthly job orders must be closed off by the end of each month. This office must receive an explanation for job orders not closed off for a particular month.
- 5.4 The job order number must be indicated on each invoice submitted by the contractor.
- 5.5 A spec could be attached to any job order if required.
- 5.6 The Contractor shall provide sufficient communication facilities including a fax machine or e-mail address in order that he may be reached at any time and place during the duration of the contract. The Contractor must be available on a twenty-four hour basis and be able to respond to any emergency request within two hours after he is notified thereof.
- 5.7 A site access certificate will be issued to the contractor and must be displayed to any person on request.
- 5.8 If the Project Manager / Supervisor requesting an estimate, the estimated cost must correspond with the invoice submitted for payment. If there is any deviation a written explanation must accompany that invoice.

6 Risk Assessment

- 6.1 Working with and on scaffolding.
- 6.2 Working with and on all types of ladders.
- 6.3 Working with flammable liquids.
- 6.4 Working with power –tools.
- 6.5 Working with and on cherry-pickers.
- 6.6 Working close to live electrical wiring and staying away from live electrical wires.
- 6.7 Working close to railway tracks. Being alert at all times for trains.
- 6.8 Working in or close to public roads.
- 6.9 Travelling/Transporting staff and material.
- 6.10 Not climbing masts with or without a ladder.

7 The Contractor shall also provide:

- 7.1 Satisfactory proof of his or his staff's qualifications for the task required before Transnet will permit him/her to commence this task duty. Acceptable proof of qualifications shall be:
 - 7.1.1 a trade test diploma from the Department of Manpower issued at a test centre; or Completed contract of apprenticeship; or
 - 7.1.2 Proof of qualification acceptable to the Department of Manpower in the case of qualified artisans from a foreign country.
 - 7.1.3 Proof and registration of wire-man's license for current year. (At least an installation electrician)
 - 7.1.4 Must be registered with the electrical contractor's board (Supply proof for the current year) or any competency as need and recognized by the Department of Labour.
- 7.2 Proof that he is able to perform all kinds of general electrical repair work:
 - 7.2.1 If the workmanship is not of standard albeit that the incumbent who undertakes the work is qualified, Transnet will reserves the right to ask that this incumbent be removed from doing work for Transnet.



7.3 The Contractor shall state which staff member will perform which task.

8 Time to Complete Work and Penalties

8.1 The contractor shall be required to complete each part of the work as given in the job order request within a period as agreed to by Transnet's Project Manager / Supervisor.

8.2 Notwithstanding that above **emergency work shall be reacted upon immediately** and the situation made safe. Furthermore that repair work shall be then repaired as soon as practically possible and to provide to the Project Manager / Supervisor the estimate cost.

8.3 Failing completion of the work within the agreed period as stipulated above, the contractor shall pay to Transnet as penalty the sum of R200.00 (Two Hundred Rand) for every day or part thereof during which the works remain incomplete.

9 After Hours/Overtime

9.1 After hours (from 16h00 to 07h00) Monday to Friday, full day for Saturday and Sunday.

9.2 Special arrangements to be made in advance if work must be done After Hours/Overtime time.

10 Material

10.1 All material and equipment used to be S.A.F.S. approved.

10.2 On producing an invoice to TRANSNET by the contractor the quoted purchase material invoice (copy of) must accompany the invoice. This is to ensure that the material mark-up been charged correctly.

C4: Site Information

The works shall be performed at:

TRANSNET ASSETS (ELECTRICAL) IN QUEENSTOWN SURROUNDING AREAS.

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

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CONTRACT DATA

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

- Optional statements**
- If the period for payment of invoices is not three weeks**
- The period for payment of invoices isweeks.
- If additional conditions of contract are required**
- The *additional conditions of contract* are
To be advised
.....
.....
.....

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TRANSNET



(REGISTRATION NO.1990/000900/30)
**TRADING AS
TRANSNET FREIGHT RAIL**

**ADDENDUM NO. 1
TO THE
SECONDARY AND GENERAL SPECIFICATIONS
OF THE CONTRACT**

- 1) Where ever the word "Spoornet" appears in these specifications, please replace it with "Transnet Freight Rail".
- 2) Wherever reference is made to the E5(M.W.)(1996), the E5(Nov.1996) or E160 General Conditions of Contract, please refer to the Conditions of Contract of the ECC3 Contract.
- 3) Where ever the words "Technical Officer" appear in these specifications, please replace with "Supervisor".

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TRANSNET



TRANSNET



(REGISTRATION NO.1990/000900/30)
TRADING AS
TRANSNET FREIGHT RAIL

MINIMUM COMMUNAL HEALTH REQUIREMENTS IN AREAS OUTSIDE THE JURISDICTION OF A LOCAL AUTHORITY: TEMPORARY FACILITIES FOR CONTRACTOR'S PERSONNEL

1. CAMPS

- 1.1 Prior to the erection of any camp, the Contractor shall submit to the Technical Officer, for his approval, details of his proposals as to the site, water supply, sanitation, and size and type of buildings. Where the site is on private land, the Contractor shall submit the written approval for the use of the site of the relevant statutory authority and of the owner and occupier of the land (as applicable).
- 1.2 Camps must not be erected on land infested with field rodents.
- 1.3 Adequate drainage shall be provided to carry off storm and waste water.
- 1.4 Buildings shall be built to a neat and orderly pattern.
- 1.5 All buildings shall have smooth, hard, impervious floors, graded to provide effective drainage and to permit washing.
- 1.6 Camps shall be maintained by the Contractor at his own expense in a clean and tidy condition. The Contractor shall take such steps as the Technical Officer and landowner/occupier may demand to prevent the creation of a nuisance.
- 1.7 When so instructed by the Technical Officer, the Contractor shall, at his own expense, erect suitable screens between the camp and any public road, thoroughfare or railway line.
- 1.8 After removal of a camp, the Contractor shall, at his own expense, restore the site to its original condition to the satisfaction of the Technical Officer and of the landowner and occupier where the site is on private land.

2. **HOUSING**

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.
- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.
- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.
- 2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Technical Officer to a height of at least 1m above ground level.
- 2.7.1 Sleeping quarters shall not accommodate more than 8 persons per room.
- 2.7.2 Pegboards shall be carried on metal or concrete supports and shall be separated by partitions not less than 0,4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

3. **WATER SUPPLY AND ABLUTION FACILITIES**

- 3.1 The Contractor shall ensure that an adequate and conveniently situated supply of potable water is provided.
- 3.2 Separate buildings for ablution facilities shall be provided. Where approval has been obtained for the housing of both males and females, separate facilities for each sex shall be provided. The proportion shall be 1 cubicle for 20 persons.
- 3.3 Waste water shall be hygienically disposed of.

4. **SANITATION**

- 4.1 Separate buildings for latrine facilities shall be provided. Where housing are provided for both males and females, separate facilities for each sex shall be provided. The proportions shall be at least one squatting seat for every 15 persons or less in the case of pit latrines, or one for every 10 persons or less in case of pail latrines.

Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.

- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.
- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.
- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-
- 4.4.1 Where the number of persons living at the camp is 20 or less - one unit.
- 4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.
- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depreations by rodents and the breeding of flies.
- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bed boards shall be treated whenever necessary with an approved insecticide.
- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.

5. **RATIONS**

Rations, where supplied by the Contractor, shall be stored in a suitable and rodent proof building with sufficient shelving.

ooOoo

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TRANSNET



TRANSNET SOC LTD
(Registration no. 1990/000900/30)

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS

1. General

- 1.1 The Contractor and Transnet SOC Ltd (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Project Manager or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -

2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

2.3 "**competent person**" in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;

2.4 "**contractor**" means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.

2.5 "**fall protection plan**" means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;

2.6 "**health and safety file**" means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;

2.7 "**Health and Safety Plan**" means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;

2.8 "**Risk Assessment**" means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

2.9 "**the Act**" means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-

- (a) includes the demolition of a structure exceeding a height of 3 metres; or

- (b) includes the use of explosives to perform construction work; or
- (c) includes the dismantling of fixed plant at a height greater than 3m,

and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-

- (a) includes excavation work deeper than 1m; or
- (b) includes working at a height greater than 3 metres above ground or a landing.

- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Project Manager or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Project Manager. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Project Manager.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Project Manager an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Project Manager with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.

4. Special Permits

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Project Manager or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

5. Health and Safety Programme

5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -

- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

- (a) The identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;
- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;

- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Project Manager with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

- 5.4 The Health and Safety programme shall be subject to the Project Manager's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Project Manager's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Project Manager or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Project Manager, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from elevated positions; and
 - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

The Contractor and the Project Manager shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

8. Health and Safety File

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Project Manager, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Project Manager.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Project Manager upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

-
-
- 1(a) Name and postal address of principal contractor:

- (b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____
- 3.(a) Name and postal address of client:

- (b) Name and tel no of client's contact person or agent:

- 4.(a) Name and postal address of designer(s) for the project:

- (b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

6. Name(s) of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____
10. Expected completion date: _____

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11. Estimated maximum number of persons on the construction site: _____

12. Planned number of contractors on the construction site accountable to the principle contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

- * THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.
- * ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

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ANNEXURE 2

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____ I, _____

representing the Employer) do hereby appoint _____

As the Competent Person on the premises at _____

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows :-

Date : _____

Signature :- _____

Designation :- _____

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ACCEPTANCE OF DESIGNATION

I, _____ do hereby accept this Designation and acknowledge that I understand the requirements of this appointment.

Date : _____

Signature :- _____

Designation :- _____

ANNEXURE 3

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :

DECLARATION

In terms of the above Act I, _____ am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

Signature :- _____

Date : _____

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ANNEXURE 4

(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET SOC LTD)

SITE ACCESS CERTIFICATE

Access to : _____ (Area)
Name of Contractor/Builder :- _____
Contract/Order No.: _____

The contract works site/area described above are made available to you for the carrying out of associated works

In terms of your contract/order with
(company) _____

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

Signed : _____ Date : _____
PROJECT MANAGER

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor/Builder :- _____ I,
_____ do hereby acknowledge and accept the duties
and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and
Safety Act; Act 85 of 1993.

Name : _____ Designation : _____

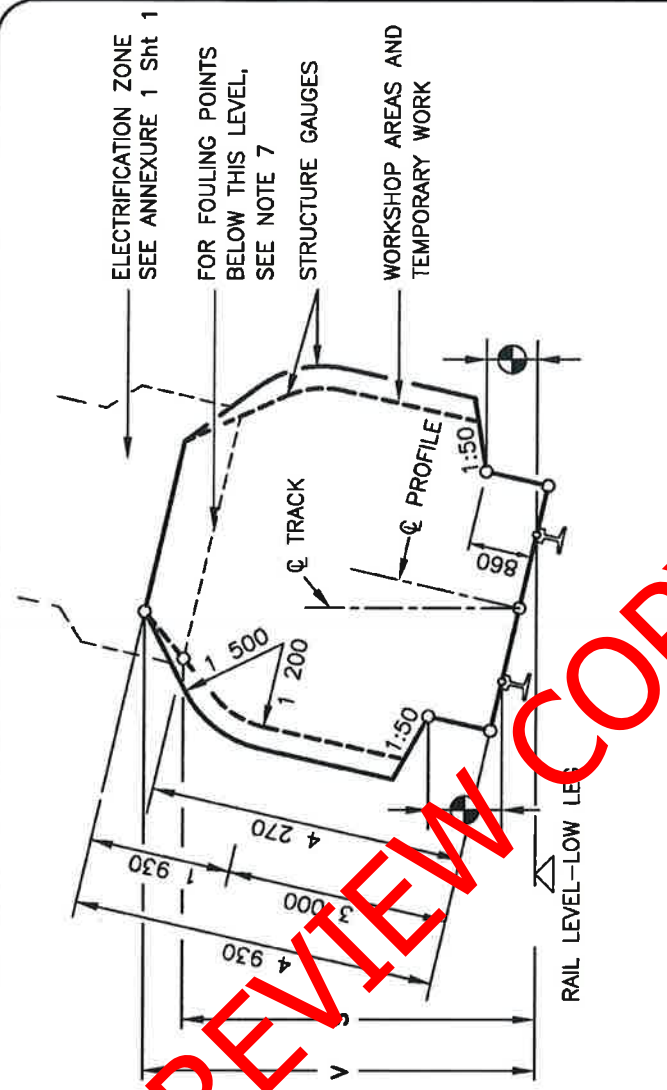
Signature : _____ Date : _____



RADIUS (m)	WITH CANT		NO CANT		WITH CANT	
	H (mm)	L (mm)	H & L	H & L	B (mm)	C (mm)
90	2 730	3 090	2 780	2 780	1 130	2 100
100	2 700	3 030	2 750	2 750	1 140	2 050
120	2 650	2 970	2 700	2 700	1 160	2 010
140	2 620	2 920	2 660	2 660	1 175	1 970
170	2 590	2 870	2 630	2 630	1 190	1 930
200	2 570	2 820	2 600	2 600	1 205	1 950
250	2 550	2 790	2 580	2 580	1 230	1 920
300	2 540	2 760	2 560	2 560	1 250	1 900
350	2 530	2 730	2 540	2 540	1 270	1 890
400	2 520	2 710	2 530	2 530	1 290	1 875
500	2 510	2 680	2 520	2 520	1 320	1 850
600	2 500	2 660	2 510	2 510	1 340	1 830
800	2 490	2 620	2 500	2 500	1 365	1 790
1 000	2 480	2 600	2 490	2 490	1 380	1 760
1 200	2 480	2 580	2 490	2 490	1 200	1 730
1 500	2 480	2 550	2 480	2 480	1 415	1 700
2 000	2 480	2 500	2 480	2 480	1 440	1 660
3 000	2 470	2 470	2 470	2 470	1 500	1 600
>5 000	2 460	2 460	2 460	2 460	1 600	1 600

REMARKS:

1. H AND B IS THE REQUIRED HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
2. L AND C IS THE REQUIRED HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR WORKSHOP AREAS AND TEMPORARY WORK, CLEARANCES H AND L MAY BE REDUCED BY 300mm.
5. ⦿ SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.
6. ALSO REFER TO REMARKS 4 TO 8 OF ANNEXURE 1 SHEET 2.



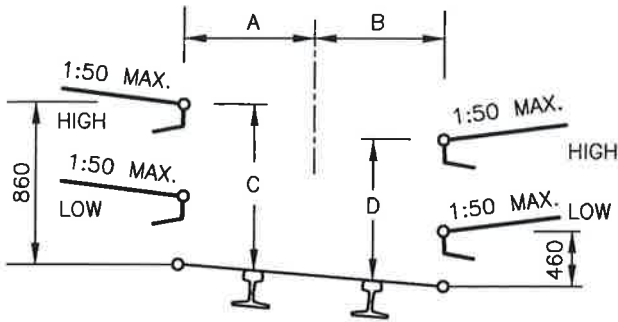
LOCATION	NOT ELECTRIFIED	ELECTRIFIED (PRESENT OR FUTURE)	
		3kV & 25kV	50kV
	S (mm)	V (mm)	(mm)
* BELOW THOSE INDICATED BY ALL AREAS OTHER THAN	100	4 470	5 400
	300	4 410	5 370
	600	4 370	5 350
	1 000	4 350	5 340
	1 500	4 310	5 310
	2 000	4 290	5 290
	>3 000	4 270	4 930
* OVER OR NEAR POINTS AND CROSSING IF REQUIRED BY ELECTRICAL IRRESPECTIVE OF RADIUS		5 650	6 000

REMARKS:

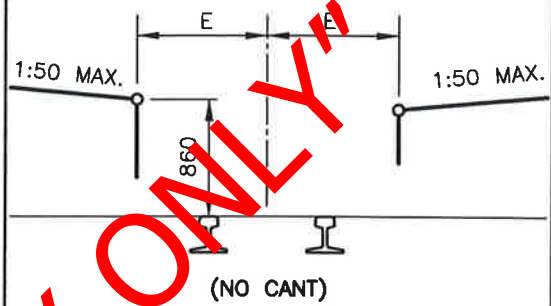
1. V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
2. S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR APPLICATION AT CURVES
 - 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 3m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - 4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - 4.3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 15m ALONG STRAIGHTS.
5. NEW STRUCTURES: SEE BRIDGE CODE.
6. TUNNELS: SEE DRAWING BE 82-35.
7. FOULING POINTS: SEE CLAUSE 8.1.
8. CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21.2m VEHICLE BODY LENGTH.
9. SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.

PLATFORMS : TRACK GAUGE 1 065mm

PASSENGERS



GOODS

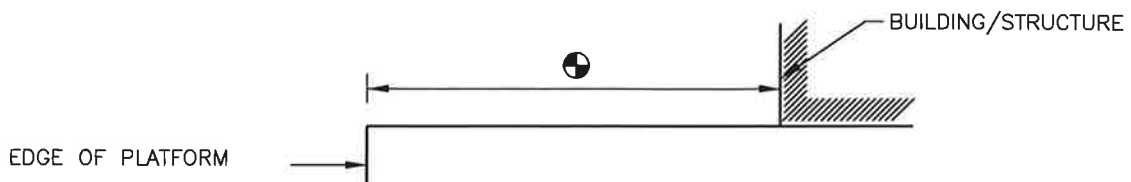


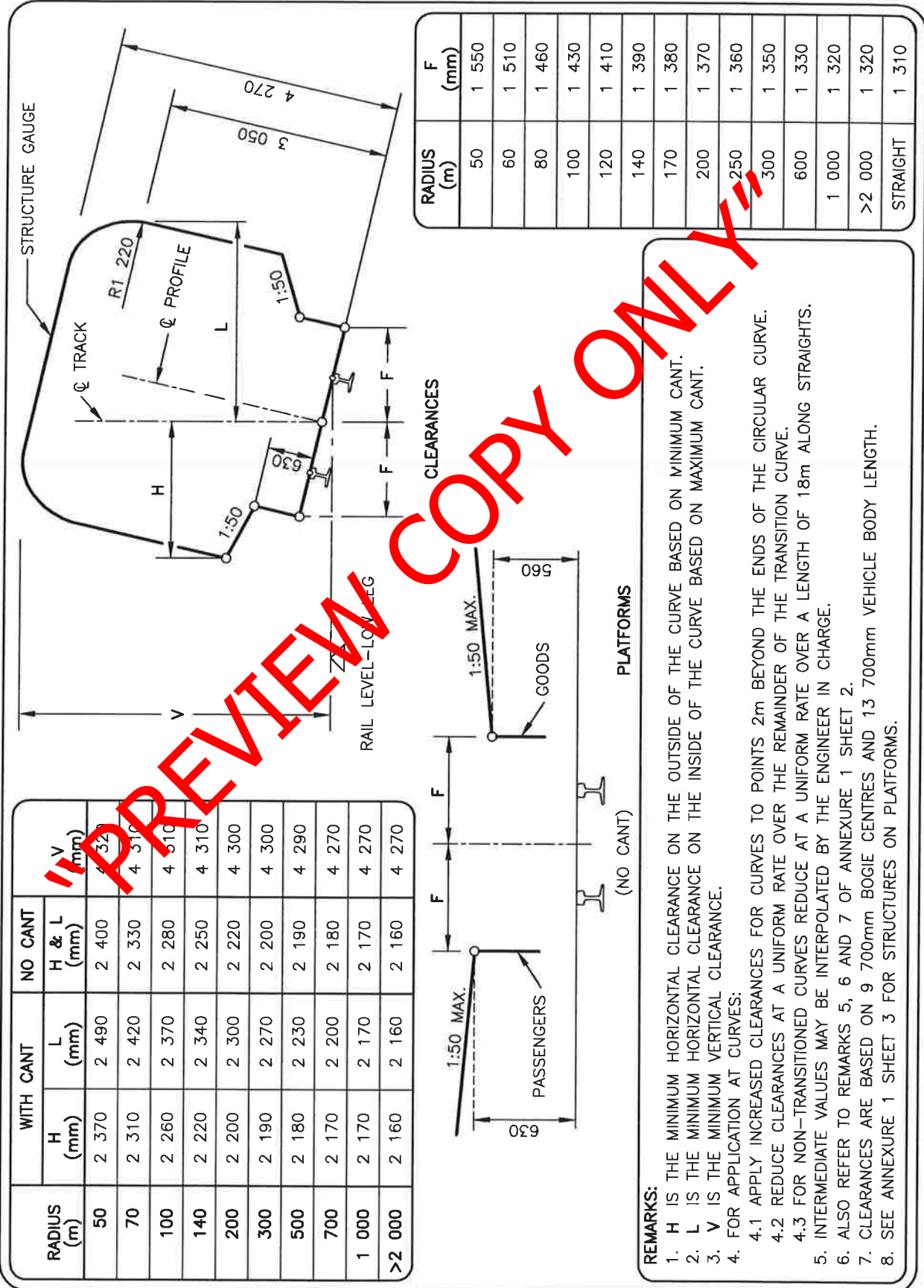
RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	830	1 620
350	1 520	1 560	880	830	1 600
400	1 520	1 550	880	840	1 590
500	1 520	1 540	880	850	1 580
600	1 520	1 530	870	850	1 570
800	1 520	1 520	860	860	1 560
1 200	1 520	1 520	860	860	1 550
2 000	1 520	1 520	860	860	1 540
3 000	1 520	1 520	860	860	1 530
STRAIGHT	1 520	1 520	860	860	1 520

REMARKS:

1. NO CANT TO BE APPLIED EXCEPT WHEN THE GOODS PLATFORM IS ON A RUNNING LINE.
2. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
3. 8m TO MAIN STATION-BUILDINGS AND 3m TO ALL OTHER STRUCTURES.
4. TOLERANCES : SEE CLAUSE 8.0.10.

STRUCTURES ON PLATFORMS : 1 065mm AND 610mm TRACK GAUGE





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REMARKS:

- H IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
- L IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
- V IS THE MINIMUM VERTICAL CLEARANCE.
- FOR APPLICATION AT CURVES:
 - 1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 2m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - 2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - 3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 18m ALONG STRAIGHTS.
- INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
- ALSO REFER TO REMARKS 5, 6 AND 7 OF ANNEXURE 1 SHEET 2.
- CLEARANCES ARE BASED ON 9 700mm BOGIE CENTRES AND 13 700mm VEHICLE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS.

TRANSNER



delivering on our commitment *to you*

Suppliers Code of Conduct

"PREVIEW COPY ONLY"



Suppliers Code of Conduct

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

These are:

- >> 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); and
- >> The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise 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.

Transnet 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 influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; 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" Hotline to report these acts: 0800 003 056.

Transnet is firmly committed to 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 non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

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 must be 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.

Conflict of Interest

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

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



Show that you support good business practice by logging onto www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056