

NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

Transnet SOC Ltd

Registration Number 1990/000900/30

(hereinafter referred to as the "*Employer*")

and

Pending

Registration Number

(hereinafter referred to as the "*Contractor*")

Description of the Works

SUPPLY, INSTALLATION AND COMMISSIONING OF A 11kV
SWITCHBOARD AT MAIN INTAKE SUBSTATION AT CITY DEEP
CONTAINER HANDLING FACILITY IN GAUTENG

Enquiry Number

DBN-3422117-001

Start Date

08 AUGUST 2012

Completion Date

07 AUGUST 2013

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“PREVIEW COPY ONLY”

THE TENDER

“PREVIEW COPY ONLY”

PART T1: TENDERING PROCEDURES

**T1.1: TENDER NOTICE & INVITATION TO
TENDER**

T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for the supply, installation and commissioning of a 11kV Switchboard at the Main Intake Substation at City Deep Container Handling Facility in Gauteng over a period of 12 months.

Preferences are offered to tenderers who are in possession of a valid SANAS BBBEE accreditation certificate.

The physical address for collection of tender documents is:

Queens Warehouse

237 Mahatma Gandhi Road

Point

Durban

Documents may be collected during normal working hours from Monday, 02nd July to 15h00, Wednesday, 04th July 2012.

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

Mrs Debbie van Wyk

Tel No 031 361 1772

Vax No. 0866 488 153

Email Deborah.vanwyk@transnet.net

A **compulsory clarification** meeting with representatives of the Employer will take place at:

Queens Warehouse

237 Mahatma Gandhi Road

Point

Durban

on Thursday, 05th July 2012 starting at 10h00.

The closing time for receipt of tenders is 12h00 on Wednesday, 18th July 2012. Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

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

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

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

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail (RME) Project No.: 3422117
Vax No. (031) 361 1772 Tender No.: DBN-3422117-001
Attention: Debbie van Wyk Closing Date: 18th July 2012

For: SUPPLY, INSTALLATION AND COMMISSIONING OF 11KV SWITCHBOARD

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

REASON FOR NOT TENDERING:

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

SIGNATURE : _____

TITLE: _____

T1.2: TENDER DATA

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) in Board Notice 86 of 2010. (See www.cidb.org.za)

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

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

Clause	Data
F.1.1	The Employer is Transnet SOC Ltd (Reg No. 1990/000900/06)
F.1.2	The tender documents issued by the Employer comprise: 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 THE CONTRACT Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance C1.2 Contract data (Part 1 and 2) Part C2: Pricing data C2.1 Pricing instructions C2.2 Price List Part C3: Scope of work C3.1 Works Information Part C4: Site information C4.1 Site information
F.1.4	The Employer's agent is: Name: Debbie van Wyk Address: Queens Warehouse 237 Mahatma Gandhi Road Point, Durban Tel No. 031 361 1772 Fax No. 0866 488 153 E – mail deborah.vanwyk@transnet.net
F1.6	The competitive negotiation procedure shall be applied.

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:	
F2.15.1	Location of tender box	Transnet Freight Rail (RME) Ground Floor, Main Reception
	Physical address:	Queens Warehouse 237 Mahatma Gandhi Road Point Durban
	Identification details:	The tender documents must be submitted in a sealed envelope labelled with: <ul style="list-style-type: none"> ▪ The Project Name: 3422117 ▪ The Tender Number: DBN-3422117-001 ▪ The Tender Description: Supply, Installation and Commissioning of 11kV Switchboard Documents must be marked for the attention of Debbie van Wyk Prior arrangement on the submittal of large tender documents should be made with Debbie van Wyk
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 8 weeks	
F.2.18	Provide, on request by the <i>Employer</i> , any other material information that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the <i>Employer</i> for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the <i>Employer's</i> request, the <i>Employer</i> may regard the tender offer as non-responsive.	
F.2.20	If requested, submit for the <i>Employer's</i> acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data. (The format is included in Part T2.2 of this procurement document).	

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

1. an **original** or a **certified copy** of a **valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid SANAS BBBEE accreditation certificate, and
3. Letter of good standing with the compensation fund

Note: Refer to Section T2.1 for the List of Returnable Documents

F.3.4 The time and location for opening of the tender offers are:
Time 12h05 on Wednesday, 18th July 2012
Location: Queens Warehouse
237 Mahatma Gandhi Road
Point
Durban

F.3.11.5 The procedure for the evaluation of responsive tenders is Method 4

The value of W_2 is 60. The score for financial offer is calculated using Formula 2 (Option 2) where W_1 is the percentage score given to financial offer and equals 100 minus W_2 .

The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:

$$W_C = W_3 \times \frac{(1 + (S - S_m))}{S_m}$$

Where W_3 is the number of tender evaluation points for quality and financial offer and equals:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R1 000 000; or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R1 000 000.

S is the sum of score for quality and financial offer of the submission under consideration

S_m is sum of the score for quality and financial offer of the submission scoring the highest number of points

Up to 100 minus W_3 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

F.3.11.3 The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Subcriteria	Maximum number of points
Management and CV's of key persons		25
Previous Experience		25
Technical Back-up Support		25
Statement of Technical Compliance		25
Maximum possible score for quality (W_Q)		100

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

- T2.2-7 Management of CV's of key persons
- T2.2-25 Previous Experience
- T2.2-46 Technical Back-up Support
- T2.2-47 Statement of Technical Compliance

The minimum number of evaluation points for quality is : 60

The persons named in the Schedule of Key Persons of tenderers who satisfy the minimum quality criteria will be invited to an interview. Tenderers who attain a score of less than 50% of the points allocated to the interview will be declared ineligible to tender.

Each evaluation criteria will be assessed in terms of six indicators – no response, poor, less than acceptable, acceptable, above acceptable and excellent. Scores of 0, 20, 40, 60, 80 or 100 will be allocated to no response, 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.

Score	Prompt for judgement
0	Failed to address the question / issue
20	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available
40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
60	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.

F.3.13.1 Tender offers will only be accepted if:

- a) the tenderer submits **an original valid** Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the tenderer or any of its directors/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;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) 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;
- f) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- g) 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.3.18 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

SUPPLIER DEVELOPMENT PLAN

The upswing in growth in the last decade, followed by the global recession in 2008, as well as persistently high unemployment and social inequality, forced the South African government to re-evaluate its growth strategy. This led to the development of a revised growth framework, the New Growth Path (NGP). The NGP aims to enhance growth, employment creation and equity, through the identification of strategies that will enable South Africa to grow in a more equitable and inclusive manner and promote the development of new industry to attain South Africa's developmental agenda.

In order to achieve this, the NGP focuses on:

- Increasing employment intensity of the economy
- Increasing the responsiveness of infrastructure and addressing competitiveness
- Balancing spatial development of rural areas and poorer provinces
- Reducing the carbon intensity of the economy
- Creating opportunities in changing regional and global environments
- Enabling transformation that benefits a wider range of social actors in society e.g. workers, rural communities, women etc.

Tenderers must submit a Supplier Development Plan (SDP) which clearly indicates the following benefits:

- Acceleration of localisation and transformation of local business by promoting technology transfer, skill development and job creation
- Focused regional development
- Increase in local content – security of supply, reduced cycle times, reduced exposure to foreign currency and reduction of supply chain costs (over time)
- Transformation of supplier dominance from large international or traditionally white owned business to locally owned and black owned suppliers

The SDP will be incorporated in the eventual Contract and will be managed as part of the Contractors deliverables in terms of the contract. The final SDP will be submitted and agreed to by Transnet and Tenderers must clearly indicate in their Pricing Schedule the cost of implementation hereof. Financial penalties will be included in the contract and be imposed based on the Pricing Schedule for non-compliance with the SDP.

T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



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

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

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

F.1.4 Communication and employer's agent

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

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

- F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

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

$$TEV = NFO + NP$$

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

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NQ$$

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

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

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

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

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

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

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

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

$$TEV = NFO + NP + NQ$$

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

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

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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

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

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

^a *P_m* is the comparative offer of the most favourable comparative offer.

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

PART T2: RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

1. Returnable Schedules

T2.2-7	Management and CV's of key persons
T2.2-9	Insurance provided by the Contractor
T2.2-14	Authority to submit tender
T2.2-15	Certificate of attendance at tender clarification meeting
T2.2-16	Record of addenda to tender documents
T2.2-17	Compulsory Enterprise Questionnaire
T2.2-20	Quality Plan
T2.2-22	Health and Safety Plan
T2.2-25	Previous experience
T2.2-27	Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31	Supplier Code of Conduct
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-36	RFP Declaration Form
T2.2-40	Supplier Development
T2.2-43	RFP – Breach of
T2.2-46	Technical Back-up and Support
T2.2-47	Statement of Technical Compliance

This schedule is required for payment purposes only:

T2.2-34	Supplier Declaration Form
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2. C1.1 Offer portion of Form of Offer & Acceptance

3. C1.2 Contract Data Part 2: Data by Contractor

4. C2.2 Price List

T2.2: SCHEDULES

EVALUATION SCHEDULE

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

Please describe the management arrangements for the *works*.

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

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

Attached submissions to this schedule

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¹NEC3 Engineering & Construction Contract (June 2005)(amended June 2006).

The scoring of the Management & CV's of Key Persons will be as follows:

	General experience and qualifications	Adequacy for the assignment	Knowledge of issues pertinent to the project
0	The tenderer has submitted no information or inadequate information to determine a score.		
Poor (score 20)	Key staff have no levels of general experience	Key staff have no levels of project specific education, skills, training and experience	Key staff have no experience of issues pertinent to the project
Less than acceptable (score 40)	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, skills, training and experience	Key staff have limited experience of issues pertinent to the project
Acceptable (score 60)	Key staff have reasonable levels of general experience	Key staff have reasonable levels of project specific education, skills, training and experience	Key staff have reasonable experience of issues pertinent to the project
Above acceptable (score 80)	Key staff have extensive levels of general experience	Key staff have extensive levels of project specific education, skills, training and experience	Key staff have extensive experience of issues pertinent to the project
Excellent (score 100)	Key staff have outstanding levels of general experience	Key staff have outstanding levels of project specific education, skills, training and experience	Key staff have outstanding experience of issues pertinent to the project

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

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

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

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

Signed

Date

Name

Position

Tenderer

T2.2-14 : Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

“PREVIEW COPY ONLY”

C. Certificate for Joint Venture

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

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

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

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

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D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

“PREVIEW COPY ONLY”

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

This is to certify that

(Tenderer)

of

(address)

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

Held at:		
On (date)		Starting time:

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

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

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Name

Signature

Capacity

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

Name

Signature

Capacity

Date & time

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

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

T2.2-17 : Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

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

Signed

Date

Name

Position

Enterprise
name

T2.2-20 : Quality Plan

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

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

Attached submissions to this schedule:

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Signed

Date _____

Name _____

Position

Tenderer

T2.2-22 : Health and Safety Plan

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description, type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
12. Complete and return with tender documentation the Contractor Safety Questionnaire (Attachment No 8) included in the Health and Safety Specification HAS-STD-0001 Rev 00.
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement

Attached submissions to this schedule:

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Signed

Date

Name

Position

Tenderer

Health, Safety Questionnaire

1. SAFE WORK PERFORMANCE

1A. Injury Experience / Historical Performance

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

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

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

1B. Workers' Compensation Experience

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

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

2. Citations

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

3. Certificate of Recognition

Does your company have a Certificate of Recognition?

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

4. Safety Program

Do you have a written safety program manual?

☐ Yes

☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes

☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

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

5. Training Program

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

☐ Yes

☐ No

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

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

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No

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

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

6. SAFETY ACTIVITIES

Do you conduct safety inspections?

Yes No Weekly Monthly Quarterly
☐ ☐ ☐ ☐ ☐

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

Who follows up on inspection action items?

Do you hold site safety meetings for field employees? If Yes, how often?

Yes No Daily Weekly Biweekly
☐ ☐ ☐ ☐ ☐

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes No Weekly Biweekly Monthly
☐ ☐ ☐ ☐ ☐

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

☐ Yes ☐ No

Is the process documented?

☐ Yes ☐ No

Who leads the discussion?

Do you have a hazard assessment process?

☐ Yes ☐ No

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

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. Safety Stewardship

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

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

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

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

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

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

7D Does your company track non-injury incidents?

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

8 Personnel

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

Name	Position/Title	Designation
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
Name	Address	Telephone Number
Other responsibilities:		

9 References

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

Name and Company	Address	Phone Number

EVALUATION SCHEDULE

T2.2-25 : Previous Experience

Note to tenderers:

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

Index of documentation attached to this schedule:

.....

.....

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The score for Previous Experience will be as follows:

	Previous Experience
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 20)	The tenderer has no experience
Less than Satisfactory (score 40)	The tenderer has limited experience.
Acceptable (score 60)	The tenderer has relevant experience but has not dealt with the critical issues specific to the assignment.
Above acceptable (score 80)	The tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances.
Excellent (score 100)	The tenderer has outstanding experience in projects of a similar nature.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

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

B-BBEE and preferencing scheme:

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

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

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

In terms of Government Gazette No 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only B-BBEE Accreditation Certificates issued by SANAS approved Verification Agencies will be valid.

All certificates are to display the B-BBEE Verification Agency Body Name and BVA Body number.

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

- a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE (i.e annual turnover between R5 million and R35 million):**
 - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million):**
 - EMEs are exempted from B-BBEE accreditation
 - Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition

- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
- EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

In addition to the above, tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to B-BBEE companies, must state in their tenders the percentage, of the total contract value that will be allocated to such B-BBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such B-BBEE JV-partners and / or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the tender response to enable Transnet to evaluate / adjudicate all tenders received on a fair basis.

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

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

ZAR.....

- If annual turnover <R5m, please attach audited financials.
- If annual turnover >R5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

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

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

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

1. Go to <http://bee.thedti.gov.za>
2. Click on B-BBEE Registry
3. Click on *Register or Login*
4. Click on *Click Here to Register*
5. Complete the registration page
6. Once registered, click on *List on Registry*

7. Follow all 'on-screen' and e-mailed instructions to submit your documentation and obtain your Profile

Socio-Economic Obligations for Foreign Tenderers:

Foreign tenderers, who do not have local agencies or other corporate representation in South Africa, will not be evaluated in terms of the B-BBEE requirements but will fall under the associated South African Government's initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which can be viewed at the Railways and Harbours Supply Chain Association's website, www.rhsupplychain.com

A 10% preference system (i.e. equivalent to the B-BBEE preference points above) will be allocated for the evaluation of a tenderer's offer under its socio-economic obligations in relation to the CSDP.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-31 : Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-33 : Mutual Non-Disclosure Agreement

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

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

Transnet SOC Ltd (Registration No. 1990/000900/06), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,

and

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

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of supplying, installing and commissioning of 11kV switchboard at City Deep ('the Purpose'). Each party ('the receiving party') shall treat as confidential all information and know-how which it may receive from the other party ('the disclosing party') in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

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

3. Exclusions

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

- 3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;
- 3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- 3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- 3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- 3.5. is approved for release by the disclosing party in writing.

4. Non-Disclosure of Confidential Information

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

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

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.
- 5.4. The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

6. Non-Solicitation

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

7. Mandatory Disclosure

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

8. Variation, Addition or Cancellation

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

9. No License Granted

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

10. No Representations

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

11. Term

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

12. Miscellaneous

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

13. Governing Law and Jurisdiction

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

14. Disputes

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

15. Remedies

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

Signed

Date

Name

Position

Tenderer

T2.2-34 : Supplier Declaration Form

For Attention: The Financial Director or Company Secretary

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

1. Complete the "Supplier Declaration Form" (**SDF**) on page 3 of this letter
2. Copy of cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. Certified copy of Identity document of Shareholders/Directors/Members (where applicable)
4. Certified copy of certificate of incorporation, CM29 / CM9 (name change)
5. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal address
7. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** B-BBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency.

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

Where applicable, the respective Transnet SOC Ltd business unit processing your application may request further information from you, e.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.

IMPORTANT NOTES:

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

- d) Unfortunately, no payments can be made to a vendor until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

Regards,

Transnet Supplier Management

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SUPPLIER DECLARATION FORM

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

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

Name of person procuring your services/products	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

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

T2.2-36 : RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

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

T2.2-40 : Evaluation Schedule - Transnet Supplier Development

1.0 Aim and Objectives:

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

- Increasing employment intensity of the economy;
- Increasing the responsiveness of infrastructure and addressing competitiveness;
- Balancing spatial development of rural areas and poorer provinces;
- Reducing the carbon intensity of the economy;
- Creating opportunities in changing regional and global environments, and
- Enabling transformation that benefits a wider range of social actors in society e.g. workers, rural communities, women etc.

Transnet, as a State Owned Company (SOC), plays an important role to ensure these objectives are met. Therefore, the purchasing of goods and services needs to be aligned to government objectives of developing and transforming the local supply base. Transnet's mission is to transform its supplier base by engaging in targeted supplier development (SD) initiatives to support localisation and industrialisation whilst providing meaningful opportunities for black South Africans with a particular emphasis on:

- Youth;
- Black women;
- Small businesses;
- People with disabilities, and
- Rural integration.

2.0 Tenderer Requirements:

Failure to submit and comply with the tender requirements of this section in the tender will result in disqualification.

3.0 Supplier Development:

To aid its implementation of SD, Transnet has adapted an existing framework from the Department of Public Enterprises (DPE). This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier development initiatives aim to build local suppliers that are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC³) Supplier Development Classification Matrix. For a detailed understanding of the IC³ Matrix, the respective SD initiatives and their objectives please refer to Transnet's SD Guideline Document for completion of the SD Plan in *Annexure A*. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC³ Matrix. This tender has been identified as a Focused which involves lower industrial leverage and high value.

Transnet fully endorses and supports Government's New Growth Path Policy which aims to create five million jobs by the year 2020. Accordingly, Transnet requests tenderers to submit a Proposed Supplier Development Plan demonstrating their commitment and support to the New Growth Path Policy and how an appointment in terms of this agreement would assist the policy in achieving its objectives.

The table below sets out the categories that the comprehensive Supplier Development Plan should contain.

The following Supplier Development (SD) focus areas have been identified which forms part of the evaluation criteria, namely:

Category	Description
Skills development	Future skills transfer within the industry, with an emphasis on the accumulation of the knowledge and experience, which will occur as a result of the transaction.
Job creation / preservation	The increase in the number of jobs, by the <i>Consultant</i> , as a result of the award of business from Transnet. The number of jobs that are preserved as a result of the award of business is also taken into consideration.
Small business promotion	The encouragement of growth and expansion of emerging microenterprises, qualifying small enterprises and start-ups through procurement and support mechanisms provided by the potential <i>Consultant</i> .

In response to this tender all tenderers are required to submit an appropriate SD Plan. Annexure A provides a SD Guideline Document for completion of the SD Plan.

- This is to be developed in the format provided in Annexure B which will represent a binding commitment on the part of the successful tenderers. The SD Plan should outline the type of activities the tenderer intends embarking upon should they be awarded the contract. This plan should provide an overview of what they intend to achieve and the mechanisms through which they will achieve their objectives. The SD Plan must further indicate how the following areas will be addressed as part of the SD Plan under each section.
- Small businesses;
- Job creation and skills transfer
- Rural integration.

Annexure B further indicates the detailed areas which need to be completed for each of the evaluation criteria listed above. The tenderer is required to address each aspect detailed in this document and indicated in Annexure B as a minimum in their submission. This list is not exhaustive and the tenderer must not be limited to these areas when completing each section. The tenderer must provide supported calculations on how the Estimated Rand Values (ZAR) are derived.

SD Plan Document:

Your **SD Plan** is to be submitted as part of this RFP bid in the format (Appendix B) attached which will represent a binding commitment on the part of the successful tenderer.

Attached herewith the following documentation:

- **SD Guideline Document – Annexure A**

This document must be used as a guideline to complete the SD Plan Document.

- **SD Plan Template – Annexure B**

This template must be completed as part of the bid which will represent a binding commitment on the part of the successful tenderer.

Please note Tenderers are required to submit T2.2-40 Annexure B for each discipline they are submitting a tender

4.0 Further requirements

The SD Plan represents further detail on the SD Commitment which includes an explicit breakdown of the nature, extent and estimated monetary value of the SD commitments which the preferred tenderer propose to undertake as well as specific milestones and targets to ensure that the plan is in line with Transnet's SD objectives. The SD Plan may require certain additions or updates from the initial SD proposal to ensure that Transnet is satisfied that development objectives will be met. The tenderer must also ensure that the relevant mechanisms and procedures are in place to allow for access to information to measure and verify the tenderer's compliance with their stated SD commitments. The information provided by the tenderer to measure their progress against their stated targets is auditable.

The preferred tenderer must submit this SD Plan to Transnet in writing, after which both parties must reach an agreement within the timelines given by Transnet. Transnet reserves the right to reduce the number of days in which the tenderer must submit their SD Plan if it is deemed necessary based on the nature and complexity of the SD initiative. The award of the task order is dependent on agreement being reached on the SD Plan, therefore failure to submit or agree on the SD Plan within the stipulated timelines will result in the task order not being awarded. The tenderers are further requested to report to Transnet on a monthly basis on the status of the SD Plan in an agreed format between Transnet and the tenderer.

Failure to adhere to the milestones and targets defined in the SD Plan will also result in the application of financial penalties equating to a minimum of the monetary value of the initiative not delivered, which will be ignored at Transnet's discretion as well as the potential for termination of the contract in certain cases where milestones are not met.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



Annexure A

REQUEST FOR PROPOSAL

GUIDELINES FOR COMPLETION OF A SUPPLIER DEVELOPMENT PROPOSAL

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Note

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

WHAT IS SUPPLIER DEVELOPMENT?

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

BACKGROUND AND GUIDANCE ON THE SUPPLIER DEVELOPMENT OBJECTIVES FOR SOUTH AFRICA

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

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

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

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

- aggressively implementing capital investment plans which will result in competitive local industries;

improving operational efficiency;

using procurement to influence the development of the local supplier industry; and

ensuring it creates sufficient opportunities for the participation of previously disadvantaged groups in the economy.

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

TRANSNET'S SUPPLIER DEVELOPMENT OBJECTIVES

To aid its implementation of SD, Transnet has adapted an existing framework from the DPE. This framework allows for a basic set of principles to be applied to appropriately target SD initiatives. Supplier Development initiatives aim

to assist local suppliers in developing their competitive advantage through increasing their capability and capacity potential. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity (IC3) Supplier Development Classification Matrix.

This contract encapsulates the types of SD opportunities which Transnet currently considers effective and allows Transnet to move its SD structure away from a dynamic policy environment towards a contract that is designed around general Supplier Development objectives. This enables Transnet to adopt a standard structure but also allows the flexibility to reconsider emphasis on certain aspects as objectives change. The IC3 Matrix (refer to Figure 1 below) categorises SD opportunities in a matrix based on their value, extent of industrial leverage and strategic importance to Transnet. Further categorisation of opportunities into the relevant quadrants is based on supplier-buyer power, industrial complexity, risk and the length of procurement period.

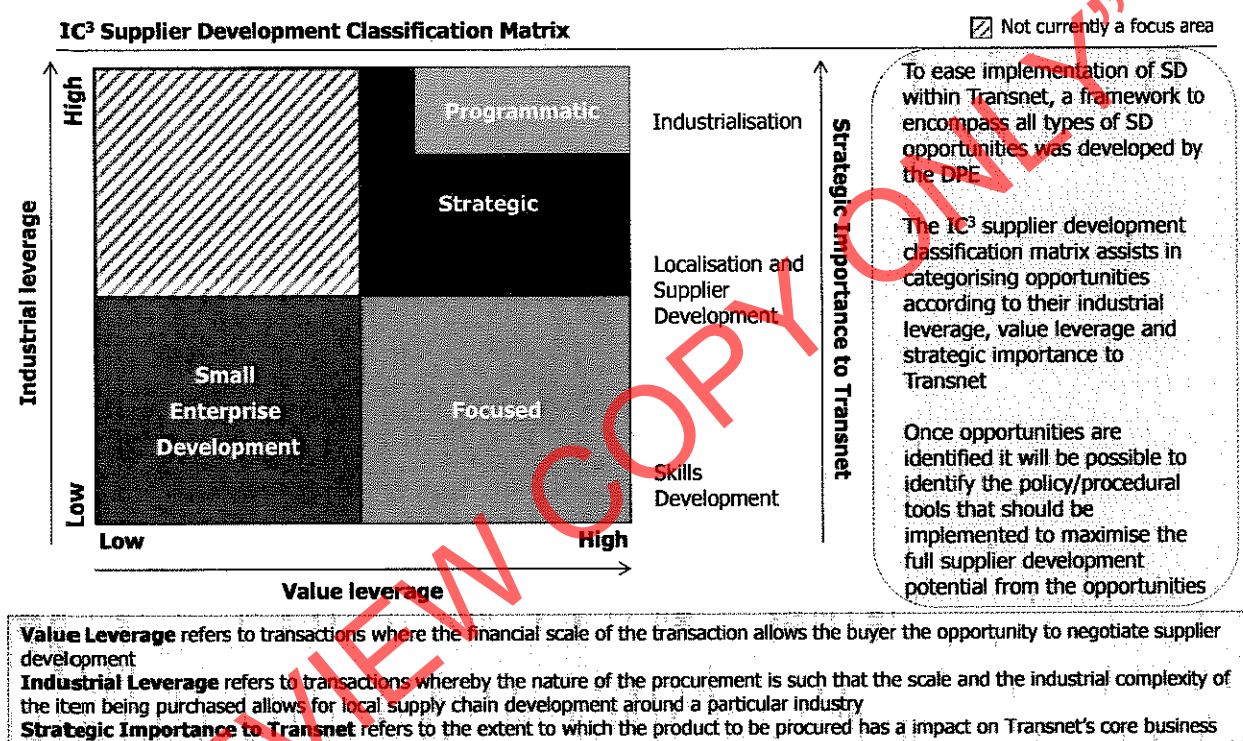


Figure 1: The IC3 Supplier Development Classification Matrix

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

Programmatic

Programmatic initiatives follow a longer than normal planning horizon and generally exceed the funding capacity of Transnet's balance sheet. They are identified either in the Industrial Policy Action Plan II (**IPAP II**) or through the SOE as a strategic fleet. Collaboration between the SOE and Government is achieved through focused task teams whereby infrastructure development and industrialisation is achieved through joint support and in some cases public spending. Investment is focused in plant, technology and skills in both intermediate and advanced capabilities to develop competitive advantage.

Strategic

Strategic initiatives follow a three to five year planning horizon, involving investment in at least plant, technology and/or skills in intermediate capabilities. This enforces the need for multinational

corporations and Original Equipment Manufacturers (**OEMs**) to develop a certain percentage of their products locally. Strategic initiatives can therefore be used to achieve localisation objectives by increasing the competitiveness, capability and efficiency of local suppliers. Strategic initiatives can sometimes focus on advanced capabilities but will in most cases require Government support to develop local capability.

Focused

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

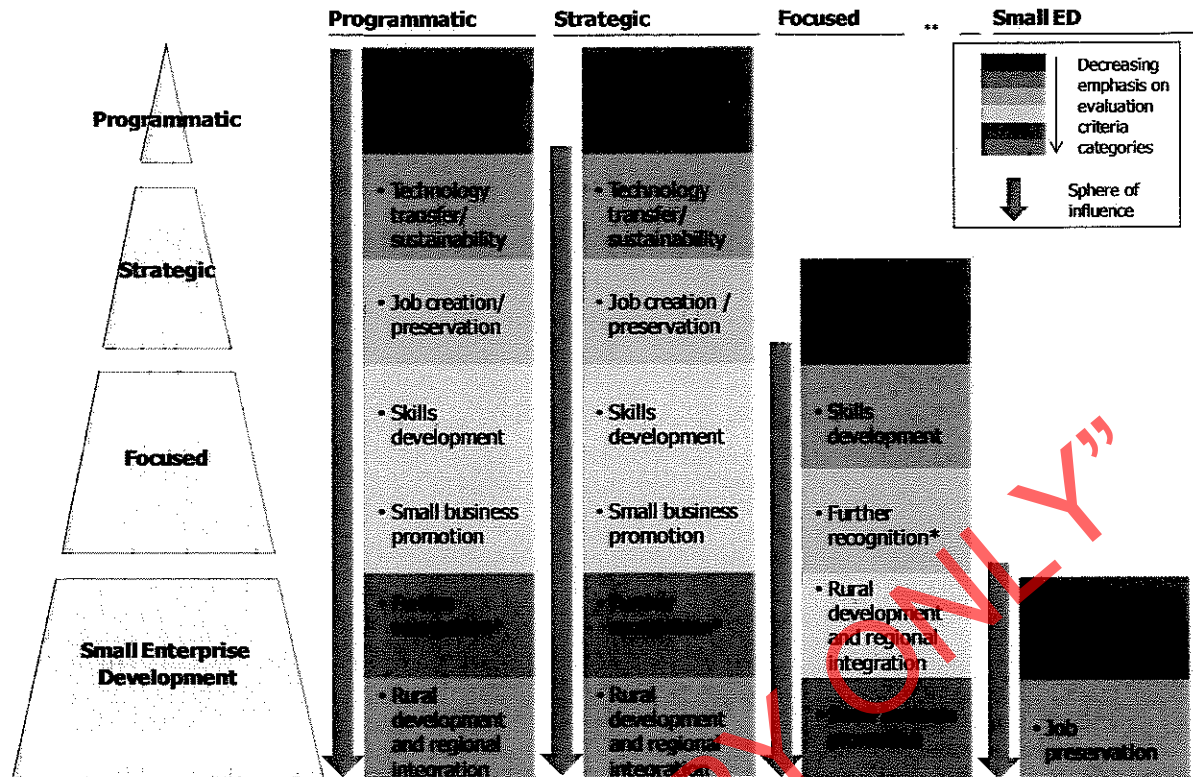
Small Enterprise Development

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

RESPONSE BASED ON THE IC3 MATRIX QUADRANTS

Based on the supplier-buyer power, industrial complexity, risk and the length of procurement period, the Service Provider is expected to formulate a SD Proposal to identify the opportunities that it will pursue. Ideally the SD Proposal should address factors that are specific to the applicable quadrant of the IC3 matrix.

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



*Points allocated in further recognition of certain components of BBBEE in line with Transnet and government objectives

** Indicative and varies on business and Macro Economic need

Figure 2: Transnet value capture through supplier influence

Programmatic

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

PROGRAMMATIC FOCUS AREAS -

Technology transfer

Skills development related to the manufacturing process and the industry

Development of new technology and innovation

Investment in plant

Development of local companies aligned to empowerment objectives

KEY OUTCOMES -

Industrialisation/localisation

Technology transfer

Skills development

Strategic

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

STRATEGIC FOCUS AREAS -

Transfer of technology and innovation to local suppliers from foreign OEM's
Skills development related to the industry
Development of local companies aligned to empowerment objectives

KEY OUTCOMES -

Localisation
Increased technology transfer
Skills development
Job creation/preservation

Focused

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

FOCUSED FOCUS AREAS -

Developing a local supplier base that supports preferential procurement outcomes
Developing skills within the specific industry
Creating opportunity for job preservation
Reducing income inequality in specific regions

KEY OUTCOMES -

Empowerment
Skills development
Rural development
Job creation/preservation

Small Business Development

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

SMALL BUSINESS DEVELOPMENT FOCUS AREAS -

Providing small businesses with opportunities and preferential trading terms, increased focus on black woman-owned enterprises, focus on the youth, people with disabilities and region- specific initiatives
Empowering previously disadvantaged individuals to create their own businesses resulting in quality job creation

KEY OUTCOMES -

Empowerment
Rural development
Skills development
Job creation/preservation

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

SUPPLIER DEVELOPMENT CATEGORY DEFINITIONS AND HIGH LEVEL DESCRIPTIONS

Industrialisation

Refers specifically to industrial capability building that will result in globally leading capabilities developed within South Africa.

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

Localisation

Refers specifically to industrial capability building that focuses on value-add activities of the local industry through manufacturing or service-related functions.

Criteria	Description
Percentage local content	Planned use of local parts as a percentage of the total contracted items
Value of local parts in relation to a bill of materials	Planned monetary value of the local parts utilised in a bill of materials (as a percentage of the total spend)
Value spent on local suppliers	Planned percentage monetary value spend on procurement of goods and services from SA suppliers
Number of local suppliers in the supply chain	Number of South African suppliers that are to be utilised in the fulfilment of a contract

Technology transfer/sustainability

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

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

Skills development

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

Criteria	Description
Number of downstream supply chain individuals to be trained including: <ul style="list-style-type: none"> • Number of artisans trained • Number of technicians trained • Number of black people trained • Total number of people trained 	Number of individuals that the Service Provider plans to train in the local industry over the contract period; training undertaken in the previous year will be taken into account
Number of company employees to be trained	Number of individuals within the company (in South Africa) that the Service Provider plans to train over the contract period; training undertaken in the previous year will not be taken into account as past employee training appears in the skills development pillar of the B-BBEE scorecard; criteria broken down as for industry training above
Certified training (yes/ no)	Compliance with local and/or international skills accreditation
Rand value spent on training	Total planned monetary value spend (as a % of contract value) on skills development/training for the contract period within the industry; money spent in the previous year will be included in year 1 to make allowance for Service Providers who have just completed a training drive within the industry
Number of bursaries/ scholarships (specify field of study)	The number of higher education bursaries/scholarships provided in the previous year and planned for the length of the contract
Number of apprentices (sector must be specified)	The number of apprentices that the Service Provider plans to enlist during the course of the contract
Investment in Schools in specific sectors e.g. engineering	The monetary value that the Service Provider is prepared to invest in the development and running of schools to increase technical skills development

Job creation/preservation

Allows assessment of Government's objectives to increase labour absorption, focusing on unskilled workers and the youth.

Criteria	Description
Number of jobs created including:	Number of jobs to be created during the period of the contract
➤ New skilled jobs created	➤ Jobs for people who have undergone training in and/or outside the work environment and are in possession of a minimum level of secondary qualification
➤ New unskilled jobs created	➤ Jobs for people who have not undergone any formal training or from whom no minimum level of education is required
➤ Number of jobs created for youth	➤ Jobs created for individuals aged 16 – 30 years

Small business promotion

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

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

Rural development/integration

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

Criteria	Description
Number of local employees	Number of people employed from within the town/city of operation
Value spent on local business	Monetary value spent on business within the town/city of operation
Proximity of business to operations	The locality of the business in relation to operations, preference is given for regional (provincial) locality
Number of rural businesses to be developed	The number of rural businesses that the Service Provider plans to develop as a result of the contract
Value of development to local community (sustainable)	The monetary value spent on rural community development that will result in long-term social improvements

Market Intelligence Assistance

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

Performance data relating to -

FINANCIAL PERFORMANCE
 CUSTOMER DATA
 PROCESSES
 LEARNING & GROWTH

Company's current business situation -

PLANS FOR THE BUSINESS AND CAPABILITIES TO MANAGE THEIR FULFILMENT
 ABILITY TO GENERATE BUSINESS
 EMPLOYEE RELATIONSHIPS
 DEVELOPING NEW MARKETS
 DEVELOPING PRODUCTS AND SERVICES
 MANAGING MONEY

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

GOVERNMENT POLICY DOCUMENTS

NIPP http://www.thedti.gov.za/industrial_development/nipp.jsp
 IPAP2 <http://www.thedti.gov.za/DownloadFileAction?id=561>
 CSDP <http://www.dpe.gov.za/res/transnetCSDP1.pdf>
 NGP <http://www.thepresidency.gov.za/pebble.asp?relid=2323>

OTHER REFERENCE WEBSITES

References	Website
Department of Public Enterprise (DPE)	www.dpe.gov.za
United Nations Industrial Development Organisation (UNIDO)	www.unido.org/spx

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GLOSSARY OF WORDS

Broad-Based Black Economic Empowerment (B-BBEE)

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

Enterprise Development (ED)

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

Industrial Policy Action Plan II (IPAPII)

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

Integrated Supply Chain Management (ISCM)

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

New Growth Path (NGP)

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

Original Equipment Manufacturer (OEM)	Refers to a manufacturing company that owns the intellectual property rights and patents for the equipment it sells and services
Socio-economic Development	Refers to development which addresses social and economic aspects such as job creation, poverty reduction and increased national value add and which not only focuses on the business's financial bottom line.
State Owned Enterprise (SOE)	Refers to Government-owned corporations. They are legal entities created, and owned, by Government to undertake commercial activities on behalf of an owner Government, and are usually considered to be an element or part of the state. They are established to operate on a commercial basis.
Supplier Development (SD)	Improving the socio-economic environment by creating competitive local suppliers via Enterprise Development, CSDP and other initiatives such as Preferential Procurement. This results in a supply base that can eventually be competitive to market its goods on the international market leading to increased exports.
United Nations Industrial Development Organisation (UNIDO)	A specialised agency of the United Nations. Its mandate is to promote and accelerate sustainable industrial development in developing countries and economies in transition, and work towards improving living conditions in the world's poorest countries by drawing on its combined global resources and expertise.

ANNEXURE B

Supplier Development Plan Table

SD Category Tender Requirement	Tender Requirement Criteria	Description	Detailed Description of Bidder's Supplier Development (SD) Proposal	Estimated National Value Add (ZAR)
Job Creation / Preservation	No. of jobs created with emphasis on black youth and people with disabilities (focus area : jobs created in local community)	The increase in the number of jobs, as a result of the award of business from Transnet.		
		The number of jobs that are preserved as a result of the award of business is also taken into consideration		
Skills Development	Number of employees trained to be evaluated on basis of man hours of training	Future skills transfer within the industry, with an emphasis on the accumulation of the knowledge and experience, which will occur as a result of the transaction		
Small Business Promotion	Percentage Procurement from: • QSE's • EME's • Start-ups	The encouragement of growth and expansion of emerging microenterprises, qualifying small enterprises and start-ups through procurement and support mechanisms provided by the potential Consultant.		
	Non-Financial Support provided to small business	Service Providers will be credited for each non-financial ED support that they are planning to give to small business e.g. Professional support; employee time allocated to assisting small business		

The scoring of the Supplier Development Plan will be as follows:

	Technical approach and methodology
Poor (score 40)	Poor response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.
Satisfactory (score 70)	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.
Good (score 90)	Good response/answer/solution demonstrate real understanding and evidence of ability to meet stated employer's requirements.
Very Good (score 100)	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.

Signed

Date

Name

Position

Tenderer

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

EVALUATION SCHEDULE**T2.2-46 : Technical Back-up and Support****Note to tenderers:**

The Tenderer must give a signed undertaking, clearly stating what technical support would be available from him after Completion, irrespective of whether a maintenance contract is entered into with the Tenderer or not.

Undertaking given in regards to after-sales technical back-up and support:

The score for Technical back-up and support will be as follows:

	Previous Experience
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score
Poor (score 20)	The tenderer has no technical back-up and support
Less than Satisfactory (score 40)	The tenderer has limited technical back-up and support
Acceptable (score 60)	The tenderer has relevant technical back-up and support but has not dealt with the critical issues specific to the assignment.
Above acceptable (score 80)	The tenderer has extensive technical back-up and support in relation to the project and has worked previously under similar conditions and circumstances.
Excellent (score 100)	The tenderer has outstanding technical back-up and support in projects of a similar nature.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

EVALUATION SCHEDULE**T2.2-47 : Statement of Technical Compliance****Note to tenderers:**

Tenderers shall also complete and attach to this schedule a clause-by-clause statement of compliance to the requirements of the Works Information and the particular specification

TPD: 007-MVSWITCHSPEC referred to in the Works Information. Each statement of less than full compliance must be properly clarified.

The score for Technical Compliance will be as follows:

	Previous Experience
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 20)	The tenderer has no Technical Compliance
Less than Satisfactory (score 40)	The tenderer has limited technical compliance
Acceptable (score 60)	The tenderer has relevant technical compliance
Above acceptable (score 80)	The tenderer has extensive technical compliance
Excellent (score 100)	The tenderer has outstanding technical compliance

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

“PREVIEW COPY ONLY”

THE CONTRACT

PART C1: AGREEMENT & CONTRACT DATA

“PREVIEW COPY ONLY”

C1.1: FORM OF OFFER & ACCEPTANCE

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**THE SUPPLY, INSTALLATION AND COMMISSIONING OF 11kV SWITCHBOARD AT MAIN INTAKE SUBSTATION
AT CITY DEEP CONTAINER HANDLING FACILITY IN GAUTENG**

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

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

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

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

Signature(s)

Name(s)

Capacity

For the
tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

for the Employer Transnet SOC Limited
237 Mahatma Gandhi Road
Point
Durban

Name & signature of witness _____ Date _____

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

Transnet SOC Limited
 237 Mahatma Gandhi Road
 Point
 Durban

C1.2: CONTRACT DATA

“PREVIEW COPY ONLY”

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 (RME) 237 Mahatma Gandhi Road Point Durban 4001
		Postal Address: P O Box 38163 Point South Africa 4069
	Tel No.	031 361 1772
	Vax No.	0866 488 153
11.2(11)	The <i>works</i> are	The Supply, Installation and Commissioning of a 11kV Switchboard
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.
11.2(12)	The <i>site</i> is	At the Main Intake Substation at City Deep Container Handling Facility, Gauteng
30.1	The <i>starting date</i> is	08 August 2012
11.2(2)	The <i>completion date</i> is	07 August 2013
13.2	The <i>period for reply</i> is	2 weeks

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

14.4	The <i>Employer's</i> representative is (name)	Mitty Chelin
	Address	237 Mahatma Gandhi Road Point Durban
	Tel No.	031 361 1772
	Fax No.	0866 488 153
	The authority of the <i>Employer's</i> representative is	The <i>Employer's Representative</i> is delegated to carry out all the actions of the <i>Employer</i> as stated in this contract with the exception of those required by Clause 51.1, 81.1, 90, 91, 92 and 93.
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	1 week
50.1	The <i>assessment day</i> is on the	10th of each month
50.5	The <i>delay damages</i> are	R200 per day
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	The deductible for any one event, as stated in the Insurance Policy

82.1 The *Employer* provides this insurance

1. Insurance against loss of or damage to the *works*, Plant and Materials is as stated in the insurance policy for Contract Works/Public Liability. (Blanket Principal Controlled Insurance)

Cover/indemnity to the extent as stated in the insurance policy for Contract Works/Public Liability. (PBCI)

The deductibles are as stated in the insurance policy for Contract Works/Public Liability. (PBCI)

2. Insurance against loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for Contract Works/Public Liability. (PBCI)

Cover/indemnity is to the extent as stated in the insurance policy for Contract Works/Public Liability. (PBCI)

The deductibles are as stated in the insurance policy for Contract Works/Public Liability. (PBCI)

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

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

The deductibles are in respect of each and every claim 0,1% of contract value subject to a minimum of R2,500 and a maximum of R25,000

4. Insurance against loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works/Public Liability. (PBCI)

Cover/indemnity is to the extent as stated in the insurance policy for Contract Works/Public Liability. (PBCI)

The deductibles are as stated in the insurance policy for Contract Works/Public Liability. (PBCI)

- 82.1 The *Contractor* provides these insurances
- The *Contractor* provides these insurances from the Insurance Table:
 1. Where the Contract requires that design of any part of the *works* shall be provided by the *Contractor*, he shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been effected
 2. Where the Contract involves manufacture and/or fabrication of Plant and Materials, components or other goods to be incorporated into the *works*, at premises other than the Site, the *Contractor* shall satisfy the *Employer* that such Plant and Materials, components or other goods for incorporation into the *works* are adequately insured during manufacture and/or fabrication and transportation to the Site.
 3. Should the *Employer* have an insurable interest in such items during manufacture or fabrication, such interest shall be noted by an endorsement made on the *Contractor's* policies of insurance as well as those of any *Subcontractor*.
 4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R3,000,000.

The insurance coverage referred to in 1, 2, 3 and 4, above shall be obtained from an insurer in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.
 - The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in

connection with this *contract* for any one event is whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

- The minimum limit of indemnity for in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this *contract* for any one event is that which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

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> .
93.2(2)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa)
93.4	The <i>tribunal</i> is:	Arbitration
If the tribunal is arbitration complete this data.	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	Durban
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)
	<ul style="list-style-type: none">- if the Parties cannot agree a choice or- if the arbitration procedure does not state who selects an arbitrator, is	
The <i>conditions of contract</i> are the NEC3 Engineering and Construction Short Contract (June 2005) ² .		

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

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

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2 Pricing Data

C2.1 Pricing Instructions

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

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

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

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

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

C2.2: PRICE LIST

MEDIUM VOLTAGE/LOW VOLTAGE - PRICE LIST

NOTE: THIS PRICE LIST SHALL BE READ IN CONJUNCTION WITH SPECIFICATION TPD 007-MVSWITCHSPEC

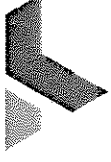
Item No.	Description	Unit	Quantity	Material	Installation	Total
1	EXISTING					
1.1	MEDIUM VOLTAGE					
1.1.2	Allowance for De-energising and Removal of existing 11kV Medium Voltage panels; switchgear; cable & equipment, and return to client (including loading, transportation within a 2km radius and offloading).	sum	1			
CARRIED TO SUMMARY						
2	PROPOSED NEW MV PANELS INSTALLATION					
2.1	11kV MAIN INTAKE SUBSTATION					
2.1.1	Supply, Delivery, Offloading, Assembly and Installation of 11kV incomer panels switchboard, comprising of protection relays, Current and voltage transformers, including all cable terminations, etc, as per specification TPD-007-MVSWITCHSPEC and drawings 3422117-1-000-E-LA-0003-01-TD and 3422117-1-000-E-LA-0004-01-TD.	ea	2			
2.1.2	Supply, Delivery, Offloading, Assembly and Installation of 11kV feeder panels switchboard, comprising of protection relays, Current and voltage transformers, including all cable terminations, etc, as per specification TPD-007-MVSWITCHSPEC and drawings 3422117-1-000-E-LA-0003-01-TD and 3422117-1-000-E-LA-0004-01-TD.	ea	14			
2.1.3	Supply, Delivery, Offloading, Assembly and Installation of 11kV PFC switchboard panels, comprising of protection relays, Current and voltage transformers, including all cable terminations, etc, as per specification TPD-007-MVSWITCHSPEC and drawings 3422117-1-000-E-LA-0003-01-TD and 3422117-1-000-E-LA-0004-01-TD.	ea	2			
2.1.4	Supply, Delivery, Offloading, Assembly and Installation of 11kV Transformer feeder panels switchboard, comprising of protection relays, Current and voltage transformers, including all cable terminations, etc, as per specification TPD-007-MVSWITCHSPEC and drawings 3422117-1-000-E-LA-0003-01-TD and 3422117-1-000-E-LA-0004-01-TD.	ea	2			
2.1.5	Supply, Delivery, Offloading, Assembly and Installation of a 11kV bus coupler, bus riser and busbar earthing panels switchboards, comprising of protection relays, voltage transformers, etc, as per specification TPD-007-MVSWITCHSPEC and drawings 3422117-1-000-E-LA-0003-01-TD and 3422117-1-000-E-LA-0004-01-TD.	sum	3			
2.1.6	Supply and Installation of Arc Ducting as per specification TPD-007-MVSWITCHSPEC	sum	1			
CARRIED TO SUMMARY						

Item No.	Description	Unit	Quantity	Material	Installation	Total
3	MISCELLANEOUS ITEMS					
3.1	Tool Rack (wall mounted)	ea	1			
3.2	VCB trolley	ea	2			
3.3	Substation Key Rack (wooden key rack to accommodate 10 keys with glass window)	ea	1			
3.4	Fasstrap plate to cover ducts around the switchgear panels (including cutting to fit equipment and painting)	sum	1			
3.5	Battery charger as per specification TPD-007-MVSWITCHSPEC including all supply cables, cables to panels, terminations, etc.	ea	1			
3.6	Wiring for LV/MV inter-tripping	sum	1			
3.7	General signage in substation (To Transnet Rail Engineering specifications)	Sum	1			
3.8	Removal of existing 550V panel and Transformers, and return to client (including loading, transportation within a 2km radius and offloading).	Sum	1			
3.9	Removal and replacement of existing luminaires and switched socket outlets in Main Intake substation, including testing and issuing of a compliance certificate	Sum	1			
3.10	Installation of new substation earth mat, including the testing and issuing of compliance certificates	Sum	2			
3.11	Design, supply and installation of lightning protection, including the testing and issuing of a compliance certificate	Sum	1			
CARRIED TO SUMMARY						
4	TESTING AND COMMISSIONING					
4.1	Pre-commissioning tests of the 11kV panels by a Certified Engineer specializing in commissioning of MV equipment and protection relays, including a protection study and calibration of relays.	sum	1			
4.2	Commissioning tests of the 11kV Panels in presence of Client and consultant including protection grading and relay settings by a Certified Engineer	sum	1			
CARRIED TO SUMMARY						
5	GENERAL					
5.1	Three sets of manuals, software, drawings and test certificates. One sets in plastic sleeves and "as built" of electrical infrastructure in AutoCad format. (3 OFF PER SUB STATION)	Sum	1			
5.2	Training (for ten people)- operation and testing of protection relays and panels.	Sum	1			
CARRIED TO SUMMARY						

SUMMARY OF PRICES

ITEM	DESCRIPTION	AMOUNT
		R
1	EXISTING	
2	PROPOSED NEW MV PANELS INSTALLATION	
3	MISCELLANEOUS ITEMS	
4	TESTING AND COMMISSIONING	
5	GENERAL	
		TOTAL
		14% VAT
		GRAND TOTAL

“PREVIEW COPY ONLY”



ANNEXURE 1

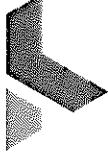
SCHEDULE OF REQUIREMENTS

CITY DEEP MAIN INTAKE SUBSTATION (11KV)						
Item	Description	E7 & E15	E10, E12	E 11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
	Panel No					
	Panel Designation	E7 Incomer 1 E15 Incomer 2	E 10 – Transformer 01, E12 – Transformer 02	E11 Bussection E11a Busbar ES & VT 1, E11b Busriser & VT 2	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20 – Feeders.	E01 – PFC E21 – PFC
1.1	General					
	Type of panel	New	Yes	New	New	New
	Number of switching devices	Two	Two	Three	Fourteen	Two
	Neutral Earthing: Uncearthed: _____ Solidly Earthed: _____ Reactance Earthed: _____ Resonant Earthed: _____	Solidly Earthed				



Technical Specification
Specification No. TPD: 007-MV/SWITCHSPEC

Item	Description	E7 & E15	E10, E12	E 11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
	Panel No					
	Arrangement drawing reference of the switchboard with details of each panel and its components and accessories					
	Cable trench layout to be agreed with the supplier Yes/No					
1.2	Ratings of switchgear panels					
	Rated voltage Kv					
	Rated frequency 50 Hz					
	Busbars					
	Rated normal current (amps)					
	Type of Material:					
	Copper.....	1250A	1250A	1250A	1250A	1250A
	Insulation	Copper Air Insulated	Copper Air Insulated	Copper Air Insulated	Copper Air Insulated	Copper Air Insulated
	Rated insulation level KV			95kV		
	Max. Three phase and earth fault current kA / 3 seconds			31.5		
	IAC Rating			AFLR		
	Max Internal arc Fault rating kA / 1 second			31.5		



Technical Specification
Specification No. TPD: 007-MVSWITCHSPEC

Item	Description	E7 & E15	E10, E12	E 11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
	Panel No					
	Rated normal current for Circuits A	1250A	630A	1250A	630A	630A
	Anticondensation Heaters: Yes/No	Yes. In cable and CB compartment.				
	Switchboard Colour	Grey, RAL7035				
1.3	Environmental conditions					
	a) altitude m	0 to 1800m				
	b) max. daily temperature °C	+45				
	c) min. daily temperature °C	-5				
	d) average daily temperature °C	+35				
	e) humidity %	96				
	f) exposure conditions	Salt laden and industrial atmosphere				
	g) Lightning Conditions	Severe: 11flashes/ km ² / annum				
1.4	Circuit-breakers					
	Circuit-breaker type required (Withdrawable)	Vacuum				
	Closing mechanism if other than a stored energy type	Stored Energy, spring or Capacitor				
	Rating according to IEC 62271-100	E2, M2, C2				
	Closing Supply: Rated Voltage: _____ Peak Power: _____	110 Volts, Battery Peak Power 750W				



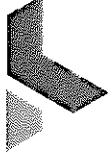
Technical Specification
Specification No. TPD: 007-MVSWITCHSPEC

Item	Description	E7 & E15	E10, E12	E 11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
	Panel No					
	Tripping Supply: Rated Voltage: _____ Peak Power: _____			110 Volts, Battery Peak Power 750W		
	Stored Energy Mechanism Type: Motor/Capacitor Voltage : _____ Peak Power: _____			110 Volts, Battery Peak Power 750W		
	Number of spare auxiliary contacts required on circuit-breakers					
	- "Normally open " contacts	5	5	5	5	5
	- "Normally Closed" contacts	5	5	5	5	5
1.5	Safety earthing					
	Are earthing facilities required on main circuits? Yes/No	Yes	Yes		Yes	Yes



Technical Specification
Specification No. TPD: 007-MVSWITCHSPEC

Item	Description	E7 & E15	E10, E12	E 11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
	Panel No					
	Are earthing facilities on busbars required? Yes/No			Yes one per busbar section 1 x ES in Bus Section or Bus Riser (RHS) 1 x ES in BB VT / ES Cubicle (LHS)		
	Are these facilities to be rated for fault making? Yes/No	Yes	Yes	Yes	Yes	Yes
	Interlock BB E/S with all incoming and Feeders CB, racking.			Yes via Fortress Type Key Interlock	Castle key on E08, E09, E13 and E14	
1.6	Cable terminations					
	Type and size of cable	TBA	TBA		TBA	TBA
	Cable termination compartments					
	Type of cable boxes required	Air Insulated.	Air Insulated.		Air Insulated.	Air Insulated.
	Type of filling required: XLPE Air insulated Cables.	Termination kits to be provided.	Termination kits to be provided.		Termination kits to be provided.	Termination kits to be provided.
	Are gland plates required? Yes/No	Yes	Yes		Yes	Yes
1.7	Current transformers (CTs)					
	Current transformer specification applicable	Yes	Yes	Yes	Yes	Yes



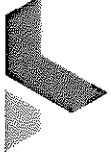
Technical Specification
Specification No. TPD: 007-MVSWITCHSPEC

Item	Description	E7 & E15	E10, E12	E11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
	Panel No					
	a) Class type: Protection:	1	1	1	1	1
	- quantity	3	3	3	3	3
					E02, E03, E04, E05, E06, E16, E17, E18, E19	
	- ratios	800/1	100/1	800/1	200/1	100/1
		5P20 7.5VA RCT <6.8 Ohm	5P20 2.5VA RCT <0.9Ohm	5P20 7.5VA RCT <6.8 Ohm	5P20 7.5VA RCT <1.9 Ohm	5P20 2.5VA RCT <0.9 Ohm
					E07, E08, E14, E15	
					100/1	
					5P20 2.5VA RCT <0.9 Ohm	
	c) Metering CTs					
	Where required?	Incomer				
	Class type:	1				
	- quantity	3				
	- ratio	800/1				
	- accuracy	CI 0.5 - 7.5VA				
	%					
	Test Blocks Yes/No	Yes RXTP type On LV Door				
1.8	Voltage transformers (VTs)					



Technical Specification
Specification No. TPD: 007-MV/SWITCHSPEC

Item	Description	E7 & E15	E10, E12	E 11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
	Panel No					
	Panel to which VTs are to be fitted			Busbar riser / BB VT Panel.		
	VT requirements					
	Connected to			Busbar		
	Quantity			3 x Single Phase		
	a) Class type / VA: Indicating Instruments / Meters			Class 0.5 / 50VA		
	b) Class type / VA: Protection			6P / 150VA		
	- quantity			1 per busbar section		
	- ratios			11000v3/110v3/110/3 Volts		
	VT Protection device			Loading resistor or VT guard.		
	Connection of VT primary to: Busbar side/circuit side			Busbar Side, Withdrawable		
	Are HV fuse-links required? Yes/No			Yes		
1.9	Live circuit indication According to IEC 61243-5	Yes	Yes		Yes	Yes



Technical Specification		Specification No. TPD: 007-MVSWITCHSPEC				
Item	Description	E7 & E15	E10, E12	E 11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
	Panel No					
	Is live circuit indication required Yes/No	Yes	Yes		Yes	Yes
	If Yes, on which panels?	Incomer	Transformer		Feeders	PFC Feeders
1.10	Control, protection and alarm circuitry					
	Drawing number, if applicable, for all panels	To be submitted by Manufacturer				
	Are control wires to be terminated with crimped lugs? Yes/No			Yes		
	Colour of auxiliary wires, if not grey	As per specification.				
	Requirements for alarm circuits					
	Protection of d.c. circuits Fuses/MCCBs	MCB's				
	Are Ammeter required? Yes/No	Yes via IED				



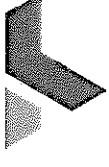
Technical Specification
Specification No. TPD: 007-MVSWITCHSPEC

Item	Description	E7 & E15	E10, E12	E 11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
	Panel No					
	Are Voltmeters required? Yes/No			Yes via IED		
C.11	Battery, battery charger and d.c. supplies					
	Are a battery and battery charger to be supplied? Yes/No			Yes		
	If Yes, details of the battery V	110 Volt (gel type, maintenance free batteries) Manufacture to calculate the Ah capacity required				
	A.h capacity suitable for 8hour standby					
	Auxiliary supply	Yes 380/220V Local AC DB existing				



Technical Specification
Specification No. TPD: 007-MVSWITCHSPEC

Item	Description	E7 & E15	E10, E12	E 11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
	Panel No	E7 & E15	E10, E12	E 11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
1.12	Protection Relays Overcurrent and Earth Fault Relays:					
	Overcurrent:	Yes	Yes	Yes	Yes	Yes
	Number of elements	Three	Three	Three	Three	Three
	IDMT Inverse	Yes	Yes	Yes	Yes	Yes
	IDMT Extremely Inverse	Yes	Yes	Yes	Yes	Yes
	High Set Instantaneous	Yes	Yes	Yes	Yes	Yes
	Instantaneous					
	Definite Time	Yes	Yes	Yes	Yes	Yes
	Earth Fault:					
	Number of elements	Three	Three	Three	Three	Three
	IDMT Inverse	Yes	Yes	Yes	Yes	Yes
	IDMT Extremely Inverse	One	One	One	One	One
	High Set Instantaneous					
	Instantaneous					
	Definite Time	Yes	Yes	Yes	Yes	Yes
	Autoreclosing	No	No	No	No	No
	Cable Differential Protection	No	No	No	No	No
	Power Factor Protection	No	No	No	No	Yes
	Busbar Blocking	Yes	Yes	Yes	Yes	Yes
	Details of indication functions required					



Technical Specification
Specification No. TPD: 007-MV/SWITCHSPEC

Item	Description	E7 & E15	E10, E12	E 11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
Panel No						
	Current Indication	Yes in IED	Yes in IED	Yes in IED	Yes in IED	Yes in IED
	Voltage Indication	Yes in IED	Yes in IED	Yes in IED	Yes in IED	Yes in IED
	Energy Metering	Yes in IED	Yes in IED	NA	Yes in IED	Yes in IED
	Specify	P, Q, Pf	P, Q, Pf	NA	P, Q, Pf	P, Q, Pf
	Binary Inputs	12 Inputs	16 Inputs	16 Inputs	12 Inputs	15 Inputs
	Binary Outputs	6 Normal + 4 Power Outputs	6 Normal + 4 Power Outputs	6 Normal + 4 Power Outputs	6 Normal + 4 Power Outputs	9 Normal + 5 Power Outputs
	Communications	Ethernet RJ45				
	Communications Protocol	IEC 61850				
	Type of IED	Similar to ABB RET615 HBTBFCADNB A1BNN1XD	Similar to ABB REF615 HBFEEAEAGNBA1BNA1 XD	Similar to ABB REF615 HBFEEAEAGNBA1BNA1 XD	Similar to ABB REF615 HBFEEAEAGNBA1BNA1 XD	Similar to ABB REF541 KM115AAAA
	Pilot wire Modem required Yes/No	No	No	No	No	No
	Arc Protection	REA 101	REA107	REA107	REA107	REA107
	Arc Protection system	Non Selective Tripping				
1.13	Electrical Intertrip	No	No	No	No	No
	Driving unit: Breaker No. Follower unit: Breaker No	NA	NA	NA	NA	NA



Technical Specification
Specification No. TPD: 007-MVSWITCHSPEC

Item	Description	E7 & E15	E10, E12	E11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
	Panel No					
	Where are VT fuses or links located?			On VT		
1.14	Remote Switching	Yes, via socket on panel face	Yes, via socket on panel face	Yes, via socket on panel face	Yes, via socket on panel face	Yes, via socket on panel face
1.15	Tests					
	Routine test and type test of metering CTs required			Yes according to IEC 60044-1		
	Routine test and type test of protection CTs required			Yes according to IEC 60044-1		
	Routine Test and Type test of VTs required			Yes according to IEC 60044-2		
	Number of copies of routine test certificates required			Three		
1.16	Marking/labeling/documentation					
	Are main circuit labels to be engraved? Yes/No			Yes		



Technical Specification
Specification No. TPD: 007-MVSWITCHSPEC

Item	Description	E7 & E15	E10, E12	E11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
	Panel No					
	Documentation to be provided with the offer.	General Arrangement and details of equipment offered				
	Quantity of Operational and Maintenance manuals required:			Three copies		
1.17	Accessories					
	Supply of cabinet required Switchgear Operating Tools Wall Mounted tool cabinet CB service trolley			Yes Yes If Required		
	Number of as-built drawings and O and M manuals required.			Three		
	Spares					
	Period required for routine maintenance spares			1 year		
	Minimum availability of spares from date of supply			10 years		
	Delivery					
	Delivery period EXW in Weeks					
	Delivery period installation in weeks					



Technical Specification
Specification No. TPD: 007-MVSWITCHSPEC

Item	Panel No	Description	E7 & E15	E10, E12	E 11	E02, E03, E04, E05, E06, E08, E09, E13, E14, E16, E17, E18, E19, E20	E01 and E21
		Delivery period for commissioning in weeks					

Tenderer:
Date:
Witness 1:
Witness 2:

“PREVIEW COPY ONLY”



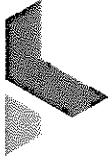
ANNEXURE 2
TECHNICAL DATA SHEET
To be completed by the Tenderer

CITY DEEP MAIN INTAKE SUBSTATION (11KV)				
Item	Panel No.	Description		
1.1	General			
		Details of provisions for lifting/slinging		
		Type of transporting device if not an integral device		
1.2	Circuit-breakers			
		Circuit-breaker type offered		
		Rating of the closing device		
		a) rated control voltage	V	
		b) rated current	A	
		c) rated power	kW	
		d) time lag fuses or MCCBs?		



Technical Specification
Specification No. TPD: 007-MVSWITCHSPEC

Item	Description				
	Panel No.				
	e) alternative methods of tripping if any				
	Number of spare auxiliary contacts offered on circuit-breakers				
1.3	Safety Earthing				
	Details of earthing facilities offered				
	Details of earthing busbars in bus-section and/or bus-coupler panels				
1.4	Cable termination compartments				
	Type of compartment offered				
1.5	Current transformers (CTs)				
	Current transformer specification offered				
	Type of CT offered				
	Are separate CTs used for indications?				
	Is approval for connection of protection or indicating instruments to metering CTs required?				
	Yes/No				



Item	Panel No.	Description							
1.6		Voltage transformers (VTs)							
		Type of VTs offered							
1.7		Live circuit indication							
		Type of indication offered							
		Voltage divider bushing details							
		- manufacturer							
		- type							
		- dielectric							
		- rating							
1.8		Battery, Battery Charger and dc supplies							
		Type of battery offered							
		Type of battery charger offered							
		Battery load							
		Peak current from all switchgear A							
		Standby current A							
1.9		Protection relays and instruments							
		Details of protection equipment offered							



Item	Panel No.	Description					
1.10		Terminals for auxiliary circuits					
		Type of test block offered					
1.11		Painting/Coating					
		Paint/coating system offered					
1.12		Tests					
		Summary of type test certificates available					
		Test authority for type certificates					
		Are any test certificates overseas products?					
		If Yes, is the South African product identical?					
		How many units installed in South Africa?					
1.13		Accessories					
		Details of the accessories supplied					



Item	Description					
	Panel No.					
1.14	Spare					
	Is a complete range of spares held in stock by the local representative?					
	Yes/No					

Tenderer:.....

Date:

Witness 1:

Witness 2:

PART C3: SCOPE OF WORK

C3: Scope of Work

C3.1 Works Information

The Supply, installation and commissioning of a 11kV switchboard at the TFR Main Intake Substation at City Deep Container Handling Facility in Gauteng. On completion of wiring and installation, an Independent commissioning engineer shall sign the work off.

1. Description of the works

The *works* that the *Contractor* is to perform *involve* the supply, Installation & Commissioning of a 11KV Switchboard at TFR Main Intake Substation at City Deep Container Handling Facility in Gauteng.

2. Drawings

Drawing number	Revision	Title
3422117-1-000-E-LA-0001-01-0A-TD	01	EXISTING MV SINGLE LINE DIAGRAM
3422117-1-000-E-LA-0002-01-0A-TD	01	EXISTING EQUIPMENT LAYOUT
3422117-1-000-E-LA-0003-01-0A-TD	01	PHASE 1 – PROPOSED MV SINGLE LINE DIAGRAM
3422117-1-000-E-LA-0004-01-0A-TD	01	PHASE 1 – PROPOSED EQUIPMENT LAYOUT

3. Specifications

Title	Date or revision	Tick if publicly available
TPD: 007-MVSWITCHSPEC (with Annexure 1 to 5)	01	√

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

- 4.1.1 TFR electrical personnel shall perform all the required switching and control work permits.
- 4.1.2 The contractor shall submit a notification of switching to the client three days prior to the work being performed.
- 4.1.3 The contractor shall remove half of the existing switchboard with associated cables and install half of the new switchboard, thereby minimising any disruption of power. The contractor shall thereafter re-terminate all cables onto the new switchboard.

- 4.1.4 The contractor shall thereafter remove the balance of the existing switchboard and install the remainder of the new switchboard with associated cables.
- 4.1.5 The contractor shall supply and install new differential protection relays in all substations fed from the TFR Main Intake Substation.
- 4.1.6 The contractor shall provide high potential pressure ("high potting") testing of the switchboard, cable terminations and joints onto the bus bars.
- 4.1.6 The new discrimination and time gradient settings on the protection equipment on the new switchboard shall be set by a protection specialist (to be appointed by the contractor)
- 4.1.7 The contractor shall remove the old switchboard from the substation load, transport and offload the existing switchboard at the client's stores (within a 10km radius)

4.2 High Potential Pressure Testing of Equipment:

- 4.2.1 Switchgear bus bars, extension chamber bus bars into new switchgear shall be subjected to 1.5 times nominal working Voltage (49.5kV) for 15 minutes.
- 4.2.2 The high potting of the busbar section on the switchgear shall be done in phases to avoid total bus-bar outage.
- 4.2.3 The abovementioned test results will be recorded and submitted as part of the as built drawings at the completion of project.

4.3 INSULATION MEDIUM OF SWITCHING DEVICES.

Arc-quenching medium will be vacuum insulation and the switchgear shall be fully withdrawable with integrated earthing per panel.

4.4 ADDITIONAL REQUIREMENTS

- 4.4.1 Electrical inter-tripping contacts and cables must be provided for and installed into the 11kV switchboards feeding transformers.

4.5 TESTS

- 4.5.1 All tests for the equipment to be supplied shall be carried out in accordance with the general technical specifications.

4.6 MARKING/LABELLING/DOCUMENTATION

- 4.6.1 All markings/Labeling and documentation shall be done in accordance with the general technical specifications.

4.7 GUARANTEE

- 4.7.1 The contractor shall guarantee all equipment supplied for a period of 12 months after the date of installation and acceptance or 18 months from the date of delivery whichever occurs first.

5. Requirements for the programme

The contractor shall submit a proposed time based schedule at time of tendering showing anticipated installation dates including weekends and actual working hours that the contractor will be working per day. The programme shall also indicate the maximum down time required for each phase of work

6. Services and other things provided by the Employer

Item	Date by which it will be provided
Switching	TBA
Control of Work Permits	TBA

7.1 The Contractor's Invoices

7.1.1 When the *Project Manager* certifies payment (see ECSC Clause 50) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

7.1.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

7.1.3 The invoice states the following:

- Invoice addressed to Transnet SOC Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number, and
- The Contract number TBA

7.1.4 The invoice contains the supporting detail

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

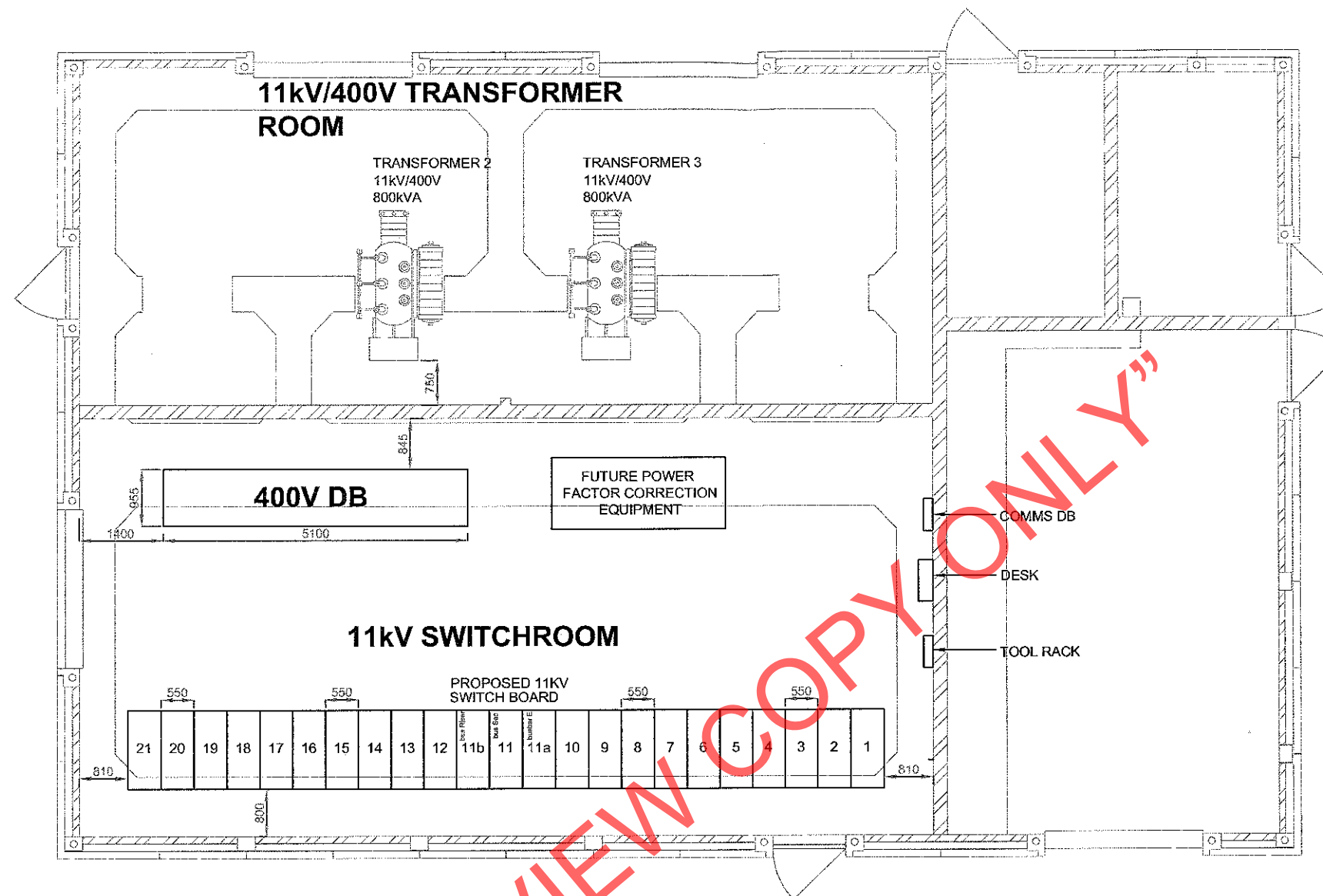
7.1.6 Invoices submitted by post are addressed to:

Transnet Freight Rail
 P O Box 38163
 Point
 4069
 For the attention of The Invoice Controller, Transnet Freight Rail

7.1.7 Invoices submitted by hand are presented to:

Transnet Freight Rail
 237 Mahatma Gandhi
 Point
 Durban, 4001
 For the attention of The Invoice Controller, Transnet Freight Rail

7.1.8 The invoice is presented as an original.






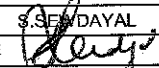


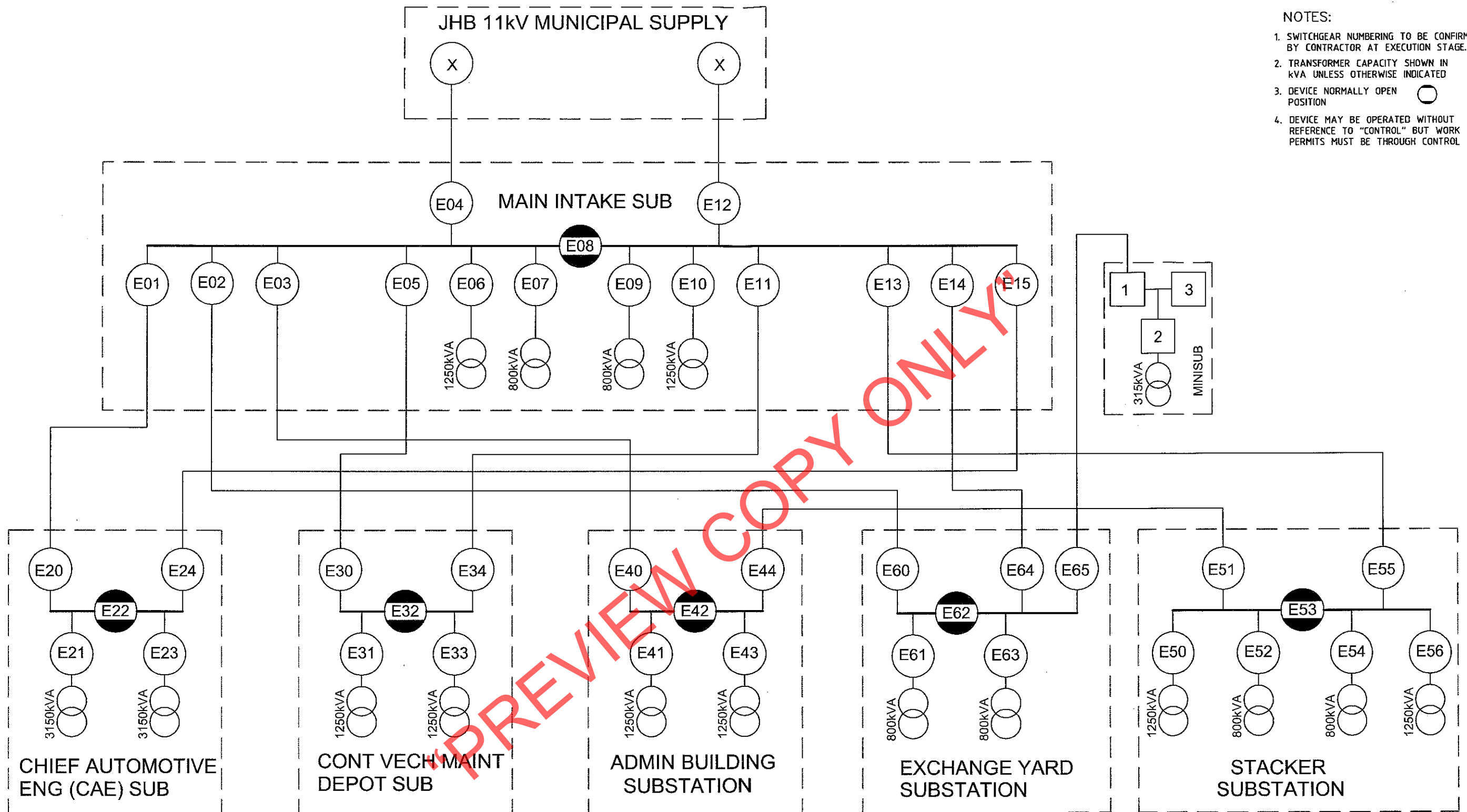
PROPOSED CITY DEEP MAIN INTAKE SUBSTATION PHASE 2 - EQUIPMENT LAYOUT

SCALE 1 : 100

NOTES

- DO NOT SCALE DRAWING - ONLY DIMENSIONS SHOWN TO BE USED.
- THE CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS AND LEVELS ON THE SITE AND NOTIFY THE NEC SUPERVISOR OF ANY VARIATIONS BEFORE CONSTRUCTION.

		CONTRACTOR / CONSULTANT				TRANSNET CAPITAL PROJECTS				Transnet Capital Projects TRANSNET LTD. (TRADING AS TRANSNET CAPITAL PROJECTS) : REG. NO. 1990/000900/05 237 MAHATMA GANDHI ROAD DURBAN P.O. BOX 38163, DURBAN TEL: 031 361 1696 FAX: 0866 770815 			
		TITLE	NAME	SIGN	DATE	TITLE	NAME	SIGN	DATE				
						DRAWN	SS		21	12	11	CITY DEEP HV INFRASTRUCTURE UPGRADE PROJECT CITY DEEP MAIN INTAKE SUBSTATION PHASE 1 - PROPOSED EQUIPMENT LAYOUT	
						CHECKED	SM		21	12	11		
						DESIGNED	SS		21	12	11		
						CHECKED	SS		21	12	11		
		OPERATING DIVISIONS										PROJECT NUMBER 3 4 2 2 1 1 7 4 0 0 0 E L A 0 0 0 6 0 1 0 A TD	
		A ISSUED FOR TENDER YL SM SS 21/12/2011				PR.ENG. / PR.TECH./PR. ARCH							
		NO. DESCRIPTION BY CHKD APPD DATE				NAME S. S. DAYAL DATE							
						SIGNATURE  21 12 11							
						REG. NUMBER 200970129							
DRAWING NO.		REFERENCE				SCALE: 1:100				A3			
REFERENCE DRAWINGS		REVISIONS											
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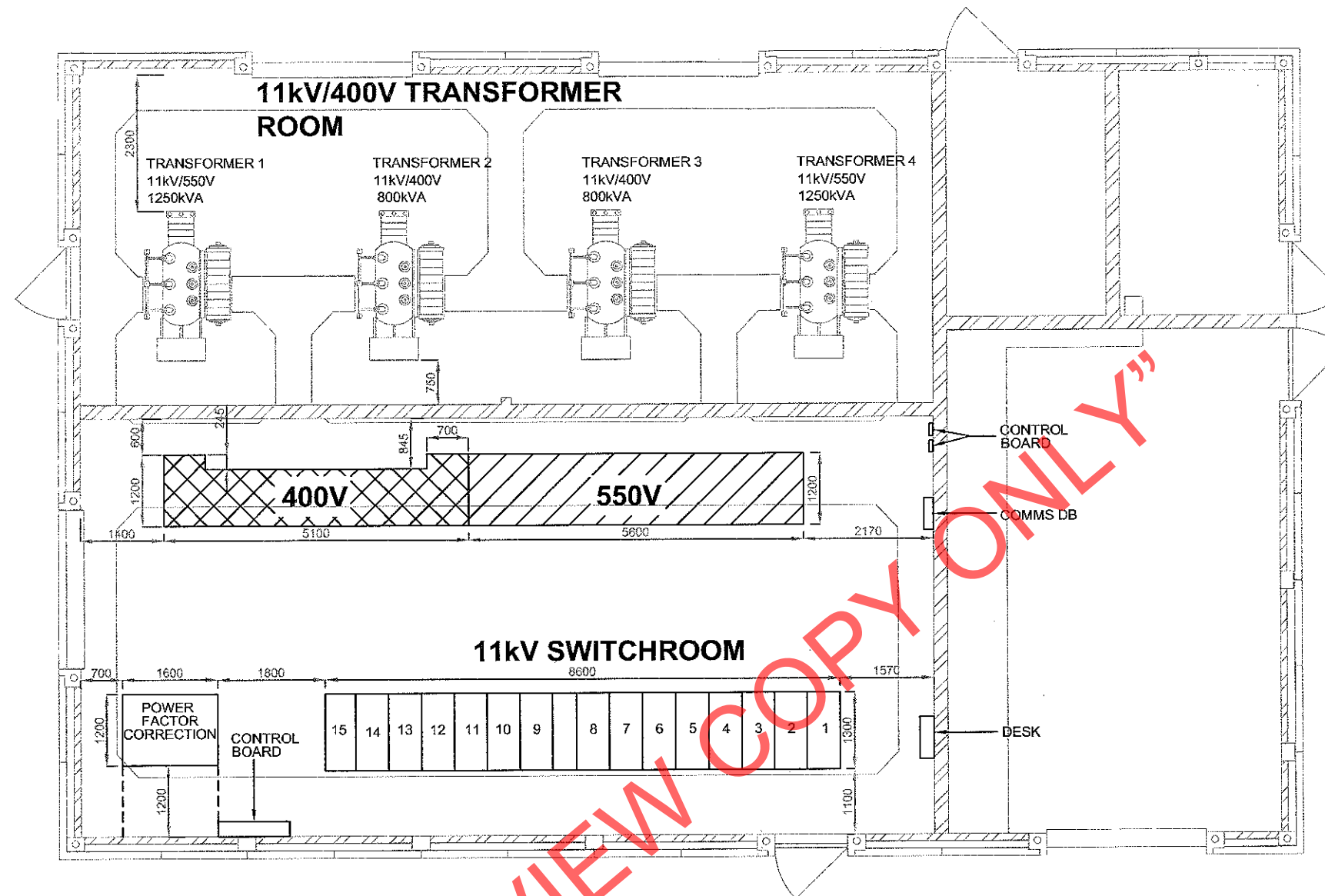
NOTES:

1. SWITCHGEAR NUMBERING TO BE CONFIRMED BY CONTRACTOR AT EXECUTION STAGE.
2. TRANSFORMER CAPACITY SHOWN IN KVA UNLESS OTHERWISE INDICATED
3. DEVICE NORMALLY OPEN POSITION
4. DEVICE MAY BE OPERATED WITHOUT REFERENCE TO "CONTROL" BUT WORK PERMITS MUST BE THROUGH CONTROL

NOTES

1. DO NOT SCALE DRAWING - ONLY DIMENSIONS SHOWN TO BE USED.
2. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS AND LEVELS ON THE SITE AND NOTIFY THE NEC SUPERVISOR OF ANY VARIATIONS BEFORE CONSTRUCTION.

CONTRACTOR / CONSULTANT				TRANSNET CAPITAL PROJECTS			
TITLE	NAME	SIGN	DATE	TITLE	NAME	SIGN	DATE
				DRAWN	SS		21 12 11
				CHECKED	SM		21 12 11
				DESIGNED	SS		21 12 11
				CHECKED	SS		21 12 11
OPERATING DIVISIONS				PR.ENG. / PR.TECH./PR. ARCH			
TITLE	NAME	SIGN	DATE	NAME	DATE		
				SIGNATURE	21 12 11		
				REG. NUMBER	200970129		
				SCALE:	A3		
REVISIONS				PROJECT NUMBER			
A	ISSUED FOR TENDER	YL	SM	SS	21/12/2011		
NO.	DESCRIPTION	BY	CHKD	APPD	DATE		
DRAWING NO.				REFERENCE			
REFERENCE DRAWINGS				CITY DEEP			
This Document including all design and information therein is Confidential Intellectual Property of Transnet. Copyright and all other rights are reserved by Transnet. This Document may only be used for its intended purpose.				HV INFRASTRUCTURE UPGRADE PROJECT			
				CITY DEEP MAIN INTAKE SUBSTATION EXISTING MV SINGLE LINE DIAGRAM			
				TRANSNET LTD (TRADING AS TRANSNET CAPITAL PROJECTS) : REG. NO. 199000000/06			
				237 MAHATMA GANDHI ROAD DURBAN			
				P.O. BOX 38163, DURBAN			
				TEL: 031 361 1696			
				FAX: 0866 770815			
				OD			
				FBS			
				DIS			
				TYPE			
				DRAWING NO.			
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CITY DEEP MAIN INTAKE SUBSTATION EXISTING EQUIPMENT LAYOUT

SCALE 1 : 100

NOTES

- DO NOT SCALE DRAWING - ONLY DIMENSIONS SHOWN TO BE USED.
- THE CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS AND LEVELS ON THE SITE AND NOTIFY THE NEC SUPERVISOR OF ANY VARIATIONS BEFORE CONSTRUCTION.

NOTES												CONTRACTOR / CONSULTANT				TRANSNET CAPITAL PROJECTS				Transnet Capital Projects																	
1. DO NOT SCALE DRAWING - ONLY DIMENSIONS SHOWN TO BE USED.												TITLE				NAME				SIGN				DATE				TRANSNET LTD (TRADING AS TRANSNET CAPITAL PROJECTS) : REG. NO. 199000000006									
2. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS AND LEVELS ON THE SITE AND NOTIFY THE NEC SUPERVISOR OF ANY VARIATIONS BEFORE CONSTRUCTION.																												237 MAHATMA GANDHI ROAD									
																												DURBAN									
																												P.O. BOX 38163, DURBAN									
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PART C4: SITE INFORMATION

C4: Site Information

The site is TFR Main Intake Substation at City Deep Container Handling Facility in Gauteng.

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

C4.1: Information about the *site* at time of tender which may affect the work in this contract

1. Access limitations

The *Contractor* shall liaise with the *Employer's Representative* in this regard before commencing with work.

2. Ground conditions in areas affected by work in this contract

The *Contractor* shall liaise with the *Employer's Representative* in this regard before commencing with work.

3. Hidden and other services within the site

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

4. Details of existing buildings / facilities which *Contractor* is required to work on

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

“PREVIEW COPY ONLY”

ATTACHMENTS

Annexure Summary

Annexure	Title	No of pages
	This Cover Page	1
A	HAS-STD-0001 (Health and Safety Plan and Specification)	88
B	HAS-P-0001 (Site Emergency Management)	6
C	HAS-P-0002 (Occurrence Reporting and Investigation)	34
D	TECHNICAL SPECIFICATION TPD: 007-MVSWITCHSPEC (Specification for Indoor Medium/High Voltage (1KV to 33KV) alternating current Switchgear and Control Gear	28
	Total Number of Pages	157