

NEC3 Engineering & Construction Short Contract (ECSC)

RECINE MMC-ERAC-NGP-014318 CIDB

DESIGN, SUPPLY, INSTALL, TEST MODULAR STEEL ENCLOSED 3KV BBT SECHERON DC HIGH SPEED CIRCUIT BREAKERS UNDER THE CONTROL OF THE DEPOT ENGINEER, NELSPRUIT FOR A PERIOD OF THREE (3) MONTHS.

Opens on:

17 October 2014

Closing date:

30 October 2014 (at 10h00)

Validity date:

31 December 2014

Document reference	Title: Design, Supply, Install, Test Modular Steel Enclosed 3KV BBT Secheron DC High Speed Circuit Breakers Under The Control Of The Depot Engineer, Nelspruit For A Period Of Three (3) Months.	No of pages
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Part To: Fendering Procedures

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFQ No MMC NPG-014318 CIDB

Transnet SOC Limited trading as Transnet Freight Rail invites rendered for Design, Supply, Install, Test Modular Steel Enclosed 3kv Bbt Secheron Dc High Speed Circuit Breakers Under The Control Of The Depot Engineer, Nelspruit For A Period Of Three (2) Months.

Tenderers should have a CIDB contractor grading design tion of EP or higher.

Queries relating to the administrative issues of the comments may be addressed to:

Ms. Matete Madisha

Tel. No. 013 656 4254 Fax. No. 013 656 4259 E-mail: Matete.Madisha

A compulsory clarification meeting with representatives of the Employer will take place on Friday, 24 October 2014, 091100 at Transnet – Maroela Boardroom, Andrew Street at Nelspruit and thereafter proceed to the entire substations for physical site briefing.

(For direction please contact: Kleintjie Matlala on 083 401 1198).

[Respondent to provide own PPE, transportation and accommodation].

Tenderc's vithout a valid tender document in their possession will not be allowed to attend this computative computation meeting/site inspections.

Tenderers shall be responsible for their own travel arrangements and cost regarding the site meeting and site inspections.

Tenderers without a valid tender document in their possession will not be allowed to attend this compulsory clarification meeting/site inspections. Tenderers shall be responsible for their own travel arrangements and cost regarding the site meeting and site inspections.

Transnet reserves the right to accept the whole or any part of a tender. Transnet also reserves the right to negotiate terms and conditions with all, or a short-listed group of contenders, or the preferred tenderer, should it be deemed necessary.

This tender closes punctually at 10h00 on Thursday, 30 October 2014.

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile and late tenders will not be accepted. Tenderers are warned that a tender will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer(s) or employees of Transnet Limited in respect of a tender between the date the tender is submitted and the date of the award. A Tenderer may, however, at any time communicate with the Chairperson of the Transnet Freight Fail Acquisition Council, at telephone no. 011 5449486 on any matter relating to his tender.

Envelopes must not contain documents relating to any tender the man that shown on the envelope. No slips are to be attached to the tender documents. Any additional conditions must be embodied in an accompanying letter. Alterations, addition or lentions must not be made by the Tenderer to the actual tender documents. Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

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

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

BROAD-BASED BLACK ESONOMIC EMPOWERMENT ("BBBEE")

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

TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

reans et would 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 BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 (Thirty thousand ZAR) will be evaluated accordingly. All transactions below R30000 will, as far as possible, be earmarked for Exempted Micro Enterprises (EME's).

TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies <u>approved</u> by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) Large Enterprises (i.e. annual turnover >R35 million):
 - > Rating level based on all 7 (seven) elements of the BBBEE sected recard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) Qualifying Small Enterprises QSE (i.e. appeal) urnover >R5 million but <R35 million):
 - Rating based on any 4 (four) of the elements of the BBEE scorecard
 - > Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) Exempted Micro Enterprises LVM (i.e. annual turnover <R5m are exempted from being rated or verified
 - > Automatic BBBEE Level rating, irrespective of race ownership, i.e. 100% BBBEE recognition
 - ➤ Black ownership ★50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE ating, 1... 110% BBBEE recognition
 - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the assite, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV partners and/or sub-contractors, as well as a breakdown of the distribution of the apprehentioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

Turnover:	Indicate your company's most recent annual turnover:	
	R	

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

The DTI has created an online B-BBEE Registry (http://www.dti.gov.za) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry Listing on the Registry will provide suppliers the option to market the needs on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other se rch srittria.

esistry to verify prospective and Transnet supports this DTI initiative and will use the existing suppliers' BBBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROP

Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated by BBBEE evaluation.

Suppliers and Tenderers are quested to duly complete the Supplier Declaration Form (SDF) and provide all the releast supporting attachments as requested. Failure to provide the following may disqualify your te der submission:-

- 1.
- Duly completed CDF BBBEF Cartin cate and detailed scorecard 2.
- Current tax clearance certificate 3.

The Surplier and renderer shall furnish proof of the above to Transnet.

Transmit at its sole discretion may decide to allow certain price preferences in order to uplift the bistorically disadvantaged in terms of the PPPFA (Act 5 of 2000).

Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders/ Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a tenderer/contractor/ supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer/Contractor/Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded This List will also be distributed to all other State Owned Enterprises and Tenderers. Government Departments.

Transnet invites its valued suppliers to report any allegations of fraud, corruption or other unethical activities to Transnet Tip-offs Anonymous, at any of the following addresses/contract numbers :-

- Toll free anonymous hotline 0800 003 056
- Email Transnet@tip-offs.com
- Fax number 0800 007 788
- REVIEW Freepost DN 298, Umhlanga Rocks, 4320

CONFIDENTIALITY IS GUARANTEED.



Rart T1.2: Tender Data

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) The Standard Conditions of Tender make seleral references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

- The employer is Transnet Limited trading as Transnet Freight Rail. F.1.1
- The tender documents issued by the employer comprise: F.1.2

Part T1: Tendering procedure

- T1.1 Tender notice and invitation
 - Suppliers Code of Consuct
- T1.2 Tender data

Part T2: Returnable locuments

- T2.1 List of returnable accuments
- T2.2 Returnable Schedules

Part C1: Agreements and contract data

- C1.1 Contract D. a: General
- C1.2 Contract rata: The contractor's Offer and Acceptance
- 3 Contact Data: Works Information

art 🔀 Pricing data

- Pricing instructions
- 2.2 Price list

Part C3: Scope of work

- C3.1 Works Information
- C3.2 Secondary specifications
- C3.3 General specifications

Part C4: Site information

- C4 Site information
 - Principal Controlled insurance
- F.1.4 The employer's agent is:

Name:

Mr. Kleintjie Matlala Address: Electrical Department

Nelspruit Depot

Tel:

083 401 1198

E-mail: Kleintjie.Matlala@transnet.net

- F.2.11 The following Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2 EP** class of construction work, are eligible to tubmit tenders.
 - a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2 EP** class of construction work; and
- F.2.11(b) The arrangements for a compulsory clarification in each gare 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 ssued to and tenders will be received only from those tendering entities appearing on the attendance list.
- F.2.12 If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer s that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must sleatly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

ance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructedNo alternative tender offers will be considered.

- 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 in black ink.
- F.2.13.3 Parts of the tender offer communicated on paper shall be submitted as an original, plus one copy.
- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

If posted, the envelope must be addressed to:

The Chairperson Transnet Freight Rail Acquisition Council P.O. Box 4244 JOHANNESBURG 2000

and must be dispatched in time for sorting by the Post Office Box indicated above, before the closing time of the texter.

If delivered by hand, to be deposited to be Tansnet Freight Rail Acquisition Counciltender box which is located in the fover, and to be addressed as follows:

The Chairperson
Transnet Freight Rail Acquisition Council
Ground Floor, Inyanda House
21 Wellington Road
ParkTown
JOHANNESBURG
2001

It should also be inter that the above tender box is accessible to the public 24 hours per day, 7 days sweek.

The measure mems of the "tender slot" are 500mm wide x 100mm high, and Tenderers must please ensure that tender documents/files are not larger than the above dimensional Tenders, which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

dentification details

Tenders must be submitted before the closing hour on the date as shown in F.2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No
- (b) Description of work
- (c) Closing date of tender
- F.2.13.6 A two-envelope procedure will not be followed.
- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

- The tender offer validity period is (31 December 2014) F.2.16
- Access shall be provided for the following inspections, tests and analysis: F.2.19 Inspection of current arrangement foundation and steelwork condition and measurements in substation yards during the tender period after the site meeting and prior to the closing date of tender.
- F.2.23 The Tenderer is required to submit with his tender: Either a Certificate of Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in teams of the construction Industry Development Board Act (Form F006) and an original valid Tax Clearance Certificate issued by the South African Revenue Services.
- F.3.4 The time and location for opening of the tender oners are:

Time:

Location:

10:00 on the closing the of tender.

Transnet Freight Rail Acquisition Council,

Ground Floor Inyanda House, 21 Wellington Ro Park Town, **JOHANNESFURG**

The procedure for the caluation of responsive tenders is F.3.11.1

> for valir is to be calculated using the following formula: The score $W_Q = W_2$

 W_2 is the percentage score given to quality and equals $\mathbf{60}$ 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

The score for financial offer is calculated using Formula 2 (option 1) of SANS294

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	A = (1 + (P - Pm))	A = P / Pm
		Pm	
2	Lowest price or percentage	A = (1 - (P - Pm))	A = Pm / P
	commission / fee	Pm	

where:

Pm =

the comparative offer of the most favourable tender offer.

the comparative offer of tender offer under consideration

Where:

W₁ is the percentage score given to financial offer and equals 100 minus

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

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

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

S is the sum of score for quality and final ciar 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 preference schedule and who are found to be eligible for the preference claimed. Tenderers shall sabilit BBBEE rating certificates with detailed scorecards that will be issued by the vertication agencies that do their BBBEE ratings in accordance with the latest Department of Trade and Industry codes of Good Practice.

F.3.11.3 Only those Tendeless who score a minimum score of **60** points in respect of the following quality citetia are eligible to submit tenders.

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPRFA), Act of 2000 and its Regulations, Respondents are to note the following:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of **60**
- Proposals will be evaluated on price which will be allocated **80 or 90 points** and preference which will be allocated **20 or 10 points**, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Goods or Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.

 In this RFQ, Transnet will apply 80/20 preference point system prescribed in the PPPFA.

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

- Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- Registered Auditors approved by the II dependent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Tidustry.

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

a) Large Enterprises [i.e. annual turnover greater than R35 million]:

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

b) Qualifying Small Enterprises – QSE [i.e. annual turnover between R5 million and R35 million]

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

c) Exempted Micro Enterprises – EME [i.e. annual turnover less than R5 million.

n accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any oterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

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

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Figure Annexure A- B-BBEE Preference Points Claim Form for further details].

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B BLEE.

Transnet will utilise the following criteria in choosing a Supplier/Service Provider, if so required:

Stage One - Administrative responsiveness

- Completeness of response and returnable documents

Stage Two - Substantive representative representative requirements)

- All respondents hus be graded on a 2 EP CIDB grading.
- Valid Leter of Good Standing from Department of Labour

The test for Administrative responsiveness and Substantive responsiveness roust be passed for a Respondent's Quotations to progress to Stage Three to further evaluation.

Stage Three - Minimum Qualifying score is 60 % for Technical Criteria

The test for the Technical and Functional threshold will include the following:

FUNCTIONAL EVALUATION	RATING		WEIGHT	TOTAL			
	1	2	3	4	5		
Previous experience similar to this project						40%	
Technical Capacity/Resources						20%	
Clause by clause compliance						20%	

to specification			
Delivery period for the project		20%	6
	TOTA	AL 100)

The following applicable values will be utilised when storing each criterion mentioned above:

Poor	= _	20
Satisfactory		40
Good		60
Very good		80
Excellent	=	100

Stage Four Pring/BBB-EE scoring

The biddes that have successfully progressed through to Phase 2 will be evaluated in accordance with the **80/20 preference point system** contemplated in the Preferential P oculement Policy Framework Act (Act 5 of 2011)

Weighted evaluation based on 80/20 preference point system:

Pricing

- Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.
- Pricing and price basis [firm] whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

Transnet will utilise the following formula in its evaluation of Price:

PS = 90
$$\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 Where:

Ps = Score for the Bid under consideration

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

Pt = Price of Bid under consideration
Pmin = Price of lowest acceptable Bid

B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

	v	
B-BBEE Status Level of Contributor	Number of points	Number of points
Level of Continuation	(90/10 system)	80/20 system)
1	10	20
2		18
3		16
4	5	12
5	4	8
	3	6
	2	4
8	1	2
Non-compliant contributor	0	0

Description	Total	Total
Price	90	80
BBBEE	10	20
Total	100	100

F.3.13.1 Tender offers will only be accepted if:

- a) The Tenderer has in his or her possession 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 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; and
- e) has completed the Compulsory Energrise 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.
- F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

The additional contrions of tender are:

1. The Te dever is deemed to have satisfied himself before tendering as to the corrections and sufficiency of his tender for the *works* and of the prices stated in the prices activity Schedule in the *works* Information. The rates and prices (except if so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.

The tenders shall be completed in black ink only.

3. ADDITIONAL TENDER CONDITIONS

- 3.1 Tenderers shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.
- 3.2 During the duration of the contract, the successful Tenderer shall be required to inform the Deputy of any staff changes and provide the qualifications of the replacement staff for approval.
- 3.3 <u>Clause by clause statement of compliance to General conditions of</u>
 Contract and technical specifications
 - **3.3.1** Tenderers shall indicate clause-by-clause compliance with the specifications.

- **3.3.2** This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.
- 3.3.3 Tenderers shall motivate a statement of non-compliance.
- **3.3.4** Number the specifications according to the original lender document.
- 3.3.5 The head and sub-headings must be listed next to the specification number.
- **3.3.6** Indicate statement of compliance and mative (give reasons for not complying).
- 3.3.7 Indicate other statements which don't require compliance.

Note: The committee will take decision to give an average score to companies who indicated their compliance to the short comings.

- 3.4 The Tenderer shall provide G ntt of a similar bar chart showing how long it will take to complete the neaks and be energised. This chart shall be submitted with the tender submission on the closing date of the tender. Should a Tenderer be successful in wir ling ster der, a final bar chart shall be submitted within 14 days after the award of the contract to the employer by the successful Tenderer.
- 3.5 The Tendere thall submit the programme/schedule in a bar chart format for the project.
- 3.6 The Tenderer shall indicate how the work will be executed and commissioned. (Approach raper)
- 3.7 Where equipment offered does not comply with standards or publications rended to in the specification, Tenderers shall state which standards apply and submit a copy in English or certified translation.
 - 8 Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 3.9 During the duration of the contract period, the successful Tenderer shall be required to inform the Employer / Deputy of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 3.10 Tenderer shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.
- 3.11 The Tenderer shall supply a site diary and site instruction books, both books shall be of triplicates carbon copies.
- 3.12 During the duration of the contract, the successful Tenderer shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.

4 Evaluation criteria of the tender to be met are:

4.1 Phase 1: Will be a disqualifying phase and those that comply will progress to be competitively evaluated in phase 2. (Refer to clause F.3.11.3)

Minimum criteria for progressing from phase 1 to phase 2 detailed below:

- Letter of Good Standing from Department of Labour.
- CIDB grading of 2 EP or higher to be met.
- A clause by clause statement of compliance to the following documents:
 - NEC ECSC General Conditions of Contract.
 - All secondary specifications
 - All general specifications
- 4.2 **Phase 2:** Refer to clause F. 11.3 as mentioned above.
- 4.3 Phase 3: Will be valuated in respect of Price and BBBEE at 90/10 ratio.

5. DISCLAIMERS

Transpection of committed to any course of action as a result of its issuance of this RNO and/or its receipt of a quotation in response to it. Please note that Transpet eserves the right to:

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

Risk/ Safety Plan:

- 5.1 A detailed plan indicating how risks and safety will be managed in a site must have the following key points depending on project requirements:
- a) Safe working procedures.
 - Construction Work supervisor
 - Subordinate construction work supervisor
 - Construction Safety officer
 - List of Tenderers already appointed by to be updated at least monthly.
 - Health and safety representative
- b) SHE Organisation
 - Health and safety committee
 - Composition
 - Frequency of meetings
 - Minutes of meetings
 - Legal compliance suchs
 - Audit report
 - Frequency of audits
 - Finding and analysis
 - Corrective action
- c) Risk Assessment/Management
 - Task descriptions
 - Risk identification, analysis, mitigating steps, monitoring steps and review plan.
 - Risk assessment
- Education and training
 - Induction training
 - · Site specific training
 - Certificate of competence
- e) Emergency planning (Evacuation plan)
 - Client procedure
 - Site procedure
- f) SHE communications
 - Safety/toolbox talks
 - Incident recall
- g) Safe working Procedures and Methods
 - Method statements.
 - Safe operating procedures
 - Task/job observations
- h) Personal Protective Equipment and Clothing
 - PPE required after all controls have been considered
 - PPE proof of issue

- i) Project security
 - Security risks identified
 - Access control
- j) Incident management
- k) Fall protection plan
- Substance abuse testing
- m) Logbooks and registers
- n) Health and Safety Costs

6 Environmental Management Plan

- 6.1 A detailed plan indicating how environmental safety will be managed in a site must have the following key points (epending on projects requirements:
- a) Control of dust
- b) Noise and pollution control
- c) Waste management
- d) Environment Incident M nagement
- e) Contamination of surface and underground water
- f) Soil contamination
- g) Storm water drainage
- h) Environment and rehabilitation
- i) Environment onitoring
- j) Environment training and awareness
- k) Provious environmental clean-up and rehabilitation cost (Budget)

7 Technical Capacity/Resources

- 7. A detailed summary indicating technical capacity/resources to execute the work must have the following key points depending on projects requirements:
- Availability of transport to site.
- b Number of skilled and unskilled labour who will perform work execution.
- Certificate for personnel with technical responsibilities
- d Loading capacity of a truck, cranes and other machinery.
- e Availability of tool(s) relevant to the project execution.

Note: The committee will take decision to give an average score to companies who indicated their compliance but with short comings.



Part T2: Returnable Documents

PART T2: RETURNABLE DOCUMENTS / SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1.0 Returnable documents required for tender evaluation purposes

No	Returnable Documents
1	Letter of Good Standing with the Componsation Commissioner
2	Safety Plan and Fall Protection Plan & accordance with the Construction Regulations of 2003 and Transnet's E4E
3	Quality Assurance/control Nan
4	Environmental Management Plan
5	Certified copy of CIDB contification
6	Proposed Organization and Staffing
7	Certified Copy of Share Certificates CK1 & CK2
8	Certified Copy of Certificate of Incorporation and CM29 and CM9
9	Certified Copy of Identity Documents of Shareholders / Directors / Members (where applicable)
10	or certified cancelled cheque OR original or certified letter from the bank verifying banking details (with bank stamp and signature)
11	Current and original or certified Tax Clearance Certificate
12	Certified VAT registration certificate
13	A signed letter from the Accountant/Auditor confirming most recent annual turnover and percentage black ownership in the company AND/OR certified BBBEE certificate and scorecard from an accredited rating agency
14	Programme and method statement
15	Statement of compliance or non-compliance with all clauses of the Scope of Works and all the technical specifications. The clause-by-clause statement of compliance shall take the form of a separate document listing all the clause numbers of all the above specifications indicating the individual statement of compliance or non-compliance. Tenderers shall motivate a statement of non-compliance.

T2.2 RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules:

2.0 Returnable Schedules required for tender evaluation purposes

No	Returnable schedules
1	Certificate of Attendance of Information Briefin Session or site inspection
2	Certificate of Authority for Signatory (Resolution Coard)
3	Schedule of Tenderers experience
4	Schedule of Subcontractors (where applicable)
5	Certificate of authority for joint (entures (where applicable)
6	Schedule of Plant and Equipment (1 ools and Machinery)
7	Foreign Exchange Rate Information (where applicable)
8	Record of Addenda o Tander Document
9	Supplier declaration form Duly completed SDF (Supplier declaration form)
10	Compulsory enterprise Questionnaire
11	Approach laper, which responds to the proposed scope of works.
12	Experience of Key Staff in the form of Curriculum Vitae
13	Transt et SOC limited contractual safety clauses which will form part of any resulting contract.
	Proposed amendments and qualifications
15	Labour Payment Schedule

3.0	Returnable Schedules that will be incorporated into the contract
3.1 3.2 3.3 3.4 3.5 3.6 3.7 3.8 3.9 3.10	Certificate of attendance of information briefing session/site inspection Certificate of Authority for Signatory (Resolution by Board) Schedule of Tenderers experience Schedule of Sub-contractors Certificate of authority for joint ventures (where applicable) Schedule of Plant and equipment Foreign Exchange Rate Information (where applicable) Record of Addenda to Tender Document Supplier declaration form duly completed (SDF) Compulsory Enterprise Questionnaire
3.11	Approach paper, which responds to the proposed soppe of works.
3.12	Experience of key staff in the form of Curr culum Vitae
3.13	Transnet SOC Limited contractual safety causes which will form part of any resulting contract
3.14	Proposed amendments and qualifications.
3.15	Labour Payment Schedule.
~Q	



Part T2. Returnable Schedules

CERTIFICATE OF ATTENDANCE AT INFORMATION BRIEFING SESSION/SITE INSPECTION

This is to certify that	
	(Tenderer)
of	(address)
was represented by the person(s) named	below at the compulsory site meeting held for all
	(location on (date), starting
at We acknowledge that th	e paroos of the meeting was to acquaint ourselves
with the Site of the Works and/or matters	nch ental to doing the work specified in the tender
documents in order for us to take accourt of	everything necessary when compiling our rates and
prices included in the tender.	
Particulars of person(s) attending the meeting	g/site inspections:
Name:	Signature
Capacity:	
Сараску.	
Name:	Signature
Capaciti	
Attendance of the above persons at the me namely:	eting is confirmed by the Employer's representative,
Name:	Signature
Capacity:	Date and time

RESOLUTION OF BOARD OF DIRECTORS

Nar	ne of fir	m							4	1		
It	was	resolved	at	a	meeting	of	the	Board	of.	Directors th	held at	on
FUL	L NAN	/IE(S)					_	SICNA	NR.			
-							=	O.				
— in h	is capa	acity of				Q	s/are h	nereby au	thorised	d to enter in	— nto, sigi	n and
	cute ar	nd complete	any do	ocum	ents relating						_	
			Ö	1	1			Confirm:	Date			
FUL	L NAM	ΛΕ		_				-				
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	Q								S	ECRETAR	Υ	
Cer	tified tru	ue copy:										
SIG	NED A	Т		Ol	V THIS	DA'	Y OF			20		

SCHEDULE OF THE TENDERER'S EXPERIENCE

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

The following is a statemen	nt of similar work successfully e	executed by myself/our	rselves:
Employer, contact person and telephone number	Description of contract	Value of work inclusive of V	Date completed

Signed	Date	
Name	Position	
Tenderer		

SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

We confirm that all subcontractors who are contracted to construct shouse are registered as home builders with the National Home Builders Registration council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.		COS	
2.			
3.	O EVILL		
4.	Q		
5.			

Signed	To make the second seco	Date	
Name		Position	
Tenderer			

REVIEW

SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant Plant and Equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

Details of major Plant and Equipment that is owned by and imme ately available for this contract. Description, size, capacity, etc. Quantity Attach additional pages if more pac (b) Details of major Plant and Equipment that will be hired, or acquired for this contract if my/our tender is acceptable. on, size, capacity, etc. Quantity Attach additional pages if more space is required. Date _____ Signed Position Name

Tenderer _____

7.

RFQ: MMC-ERAC-NPG- 014318 CIDB Design, Supply, Install, Test Modular Steel Enclosed 3KV BBT Secheron DC High Speed Circuit Breakers Under The Control Of The Depot Engineer, Nelspruit For A Period Of Three

FOREIGN EXCHANGE RATE INFORMATION REQUIRED TO BE FURNISHED BY TENDERERS.

1.	Partio	Particulars of the exchange rate on which prices are based:							
			(Foreign currency) equals R(So th African currency)						
	Note	of exc	erers who offer imported material shall base their tenders on the selling rate change that ruling on the last working day of the month prior to the closing of tenders.						
2.	to a		age of the tender prices which is to be lemitted by the Tenderers from South Africa country is% of the f.o.b./c. and f./f.o.r. in bond price (delete those not						
Not	te:	(1)	The percentage quoted arrive will be deemed to apply even though a portion only of the item(s) to idered for is accepted.						
		(2)	Adjustment in respect or variation in exchange rate will be allowed only on the percentage of the terdered price quoted above.						
3.			ared price analyse computed at the rate of exchange stated by the Tenderer in s 1 and 2 shove as applied to the percentage of the tendered price quoted.						
4.	ter me is or p	ndered entioned nade by portion or to red	reight Pail will accept for its account, in respect of such percentage of the price as will be affected by the rate of exchange, any variation between the rate in paragraph 1 above, and the rate ruling at the date when payment for the goods ransnet Freight Rail; provided that if the Contractor is required to remit the whole of the contract price to another country in payment for goods or portion thereof ceiving payment from Transnet Freight Rail, the date(s) of such remittance(s) shall d to be the date(s) of payment by Transnet Freight Rail for the purposes of this						
5.	pro ad	oviso to ljustmen	sence of a specific indication by the Contractor at the time of tendering that the paragraph 3 will apply, it will be assumed that the Contractor desires the to be effected by reference to the date on which actual payment is made by Freight Rail.						
6	(a)	perc	Contractor shall, if so required, furnish documentary proof to establish that the sentage of the contract price specified by him in paragraph 2 has actually been itted to another country and the rate of exchange at which that was done.						
	(b)	When	never the Contractor is required to remit the whole or portion of the contract price, to						

to another country and the amount to be retained in South Africa.

and of the rate of exchange at which that was done.

another country as contemplated in the proviso to paragraph 2 above, he shall notify Transnet Freight Rail forthwith and furnish documentary evidence of such remittance

Invoices in respect of goods supplied must reflect the amount remitted or to be remitted

8.

RFQ: MMC-ERAC-NPG- 014318 CIDB Design, Supply, Install, Test Modular Steel Enclosed 3KV BBT Secheron DC High Speed Circuit Breakers Under The Control Of The Depot Engineer, Nelspruit For A Period Of Three (3) Months.

The Contractor shall take out forward cover for all imported materials and

	services within 1 Project Manager separate from the	of the contract	. The cost of f	forward cover sh	nall be invoiced
				17	
SIGNATUR	E OF TENDERER		' O,	•	
DATE;			4		
		~O			
WITNESSE	<u>:S</u> :				
1					
2	~~	-			
ADDR SS					
2 X	\. .				

RECORD OF ADDENDA TO TENDER DOCUMENTS

submi	onfirm that the following of this tender offer tender offer:	communications received from the Employer before the , amending the tender documents, have been taken into account
	Date	Title or Details
1,		
2.		
3.		, 0,
4.		2
5.		
6.		
7.		
8.		
9.		
10.		
Attac	reactional pages if more	e space is required.
(Signed	Date
	Name	Position
Te	nderer	

TRANSNET SUPPLIER DECLARATION/APPLICATION

The Financial Director or Company Secretary

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

- Complete the "Supplier Declaration Form" (SDF) on page 2 of this etter
- Original cancelled cheque OR letter from the bank verifying banking details (with bank 3.
- Certified copy of Identity document of Shareholders/Directors/Members (where 4. applicable)
- Certified copy of certificate of incorporation, CM2 / CM3 Name change) 5.
- Certified copy of share Certificates of Shareholde CK / CK2 (if CC)
- 7.
- A letter with the company's letterhead confirming physical and postal addresses

 Original or certified copy of SARS Tax clearance certificate and Vat registration 8. certificate
- A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member). 9.
 - Failure to submit the above documentation will delay the vendor creation process.
 - Where applicable, the respective Transnet business unit processing your application may quest further information from you. E.g. proof of an existence or Service/Business contract between your business and the respecți e Pansilet business unit etc.

IMPORTANT NOTES:

- If your armual 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, Yeas include in your submission, a signed letter from your Auditor / Accountant onf miny your company's most recent annual turnover is less than R5 million and exentage of black ownership and black female ownership in the company AND/OR BBEE certificate and detailed scorecard from an accredited rating agency (e.g. ermanent SANAS Member), should vou feel vou will be able to attain a better BBBEE score.
- If your annual turnover is between R5 million and R35million, then in terms of the DTI b) codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status. NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency e.g. permanent SANASMember).
- If your annual turnover is in excess of R35million, then in terms of the DTI codes, you C) are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status. NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANASMember).

- d) To avoid PAYE tax being automatically deducted from any invoices received from you, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, <u>No payments can be made to a vendor until the vendor has been registered</u>, and no vendor can be registered until the vendor a prication form, together with its supporting documentation, has been received and processed.
- f) Please return the completed Supplier Declaration Fond (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Masser Office.



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

Supplier Declaration Form								
Company Trading Name								
Company RegisteredName						•		
Company Registration Num	ber Or ID No	umber I	A Sole	9		1		
Proprietor								
Form of entity CC	Trust	Pty Lt	d Li	mited	Partner	S OID	Sole Proprietor	
VAT number (if						•		
registered)					7			
Company Telephone								
Number								
Company Fax Number								
Company E-Mail Address								
Company Website								
Address								
Bank Name			nk Acco	ount				
Postal						-		
Address						Cod	le	
Physical								
Address						Cod	le	
Contact Person								
Designation								
Telephone								
Email								
AnnualTurnovarRand	`	R5		R5_35	million		> R35	
Financial Year)		lillion					million	
Does Your Ton ozny Provide	e P	roducts		Servic			3oth	
Area Of Leivery	N	ational		Provin	Provincial Local			
Is Y ur Company A Public C	r Private Enti	ity		Public			⊃rivate	
Toes our Company Have	A Tax Direct	tive Or	IRP30	Yes			Vo	
Certificate				103			10	
	ervice Sup	plied	(E.G.:					
Stationery/Consulting)	A 3 1 1 1	W	W = F					
BEE Ownership Details								
% Black	% Black wo				% Disabl			
Ownership	ownershi			pers	on/s own			
Does your company have a			Yes			No		
What is your broad based Bl	EE status (Le	vel 1 to	9 /					
Unknown)							-	
How many personnel does t	he firm emplo	у Ре	ermaner t	ו	Par	t time		
Transnet Contact Person								
Contact number								
Transnet operating division	П							
Duly Authorised To Sign F	or And On B	ohalf O	f Firm /	Organi	sation			

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

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

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable) (* - Minimum requirements)

A! It.	ure Mining and Quarrying									
Agricult						ying				
Manufa	cturing			Co stru	ction					
Electrici Water	ty, Gas and		N	Finance	and Busi	ices				
	Motor Trade Services	e and	1	Wholes: Services		Commerc	cial Agents	and Allied		
Catering	g, nodation an	d		Transpo	ort, Storag	e and Cor	nmunicatio	ons	r X	
Commu	nity, social	and		Other (S	Specify)					
	Nus									
	Services									
	hen has the business?	e firm								
2.2	What is y	our compa	any's an	nual turn	over (excl	luding VA	T)? *			
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	Where ar	e vour ope	rating/d	istributio	n centres	situated	*			

3. VENDOR	OWNERSHIF	DETAIL									
	as applicabl					num req					
3.1	Did the firm		ly ope	rate und	ler a	nother n	iame'	?*			
YES		NO									
3.2	If Yes state	its previo	us nar	ne:*							
Registered Na	ame										
Trading Name											
3.3	Who were i	ts previoι	ıs own	ers / par	tner	s / dii 🤫	6) *	- N - IN	·	
SURNAME &	INITIALS					DNV	RER	S			
					1						
				X							
				1,							
3.4	List Details										
	identity nu		nship							T	
SURNAME	IDENTITY CI			DIS		GEND		DATE OF WNERSHI	%	%	
& INITIALS	NUMBER	ZENSNII	PHE	OI ABL	.ED	ER	0	P	OWN	VOTI	
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			_!	_		I					
3.5	let details	of curren	t direc	tors off	icers	chairn	nan s	secretary e	tc		
3.5	the firm:	*	t direc	tors, on	10013	, Chairi	iuii, c	ocorcially c			
O DN W	IDENTI			DIS -	I GE	NDER	0/	OF TIME	LCON	TACT	
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INTITALO	NOWE	-11	-1 1	MULLU				HE FIRM	11011		
								1 15-1 11 11 11 11			
					+-						
										21	
3.6	List details		person	nel who	have	e an ow	nersh	nip interest	in		
SURNAME	IDENT		ME &			TITLE	N	%	TYPE	OF	
& INITIALS	NUMBI		DRESS	SOF	0	THER F		OWNED	10, 0000, 55	TYPE OF BUSINESS	
& INTIALO	NOMBI	The state of the s	HER F				., ., .,	OTTILLE		THER	

FIRM

4. VENDOR	k as applicable)		/* Minim	um requiren	aont	
riease licr	к аз аррпсавте)		(- (4)))))))	um requiren	ients).	
4.1	How many pe	rsonnel does	the firm empl	oy? *		
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
2						
Permanent Part Time						
Part Time						
4.1.1	In terms of abo	ve kindly pro	vide numi ers	on women a	and disabled	personnel? *
	BLACK	WHITE	COLOUND	INDIAN	OTHER	TOTAL
Women						
Disabled						
4.2	Provide Deta Economic E	ils of Conta mpowermen	t Person/s Res	ponsible for he Company	r Broad Base / *	d Black
SU	JRNAME	INITIALS	DESIGN	IATION	TELEPH	ONE NO.
4.2.1			adding supplie			
	VAT Act of 19	<u> </u>	PAT + total lab	our cost > 2	5% of total re	venue)?
YES		NO		. Davids and		! O *
4.2.2	s ye ir compa		nt of Enterpris	e Developm	ent Contribut	ions?"
YES	Alba albayy	NO	lufa was at law to	s abayad ana	linaludadin'	Transpot Cur
4.2.3	Batabase for future referen		information be	e snared and	i included in	ransnet Sup
VES	Tuture referen	NO				
4.2.4	If you are su		the tender/co	ntract (whe	re annlicable	and this is
7.2.7	awarded to you	our company	11		n, will this ha	
YES		NO				
4.2.5	If yes (above)	kindly provi	de the followin	g information	on:	
	BLACK	WHITE	COLOURE	INDIAN	OTHER	TOTAL
Permanent						
Part Time						
4.2.6			rovide numbe			
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Nomen						
Disabled						1

YES 4.2.9 If SURNAME & INITIALS Internal Transm Section 1: To I TFR Creat Exten Supplier's tradi Supplier's regis Please indicate OD If yes please so award a) What is i. Products of ii. Service or ii. Service or iii. Salvice or iii. Salv	TRE Amen Delete ng name stered name if the Supplies	NO 4.2.7 & 4. NAME & ADDRE OTHER al Question by the Tra TPT Block Undel	2.8, list det SS OF FIRM nnaire (for pone) near the question of the pone) tract with so	tails of TITOTHI	employees. TLE IN ER FIRM e only) / Sourcing TNPA Once-C	/ex-emple OWNED	TYPE OF BUSINESS OF OTHER FIRM
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c) If your roals	to (b) is "NO"	nloaco fur	nich	1			
c) If your repl	/ to (b) is " NO ",	, piease iui	111511				

I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER

	Grade		Date						Signature
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- If i									
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COMPULSORY ENTERPRISE QUESTIONNAIRE

7								
	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 enterp								
Section 2: VAT registration number, if any:								
Section 3: CIDB registration number, if any:								
Section 4: Particulars of s	sole proprietors and partne	rs in partnerships						
Name*	Identity number	Personal income tax number*						
* Complete only if sole proprie partners	ex o partnership and attach	separate page if more than 3						
Section 5: Particulars of c	companies and close corpo	rations						
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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:								
 □ a member of any municip □ a member of the Nationa the National Council of P □ a member of the board any municipal entity □ an official of any municipal entity 	ial legislature national constitut rovince of the large of directors of unicipality or national national	ployee of Parliament or a provincial						

Name of sole proprietor partner, director	board or organ of state and	(tick a	of service propriate
manager, principa shareholder o stakeholder	1.	column Car ent	· · · · · · · · · · · · · · · · · · ·
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insert separate page if nec	essary		
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*insert separate page if nece	ssary	
	ants that he / she is duly authomatic	o so on behalf of the
enterprise:		
	er to obtain a tax clearance centic	ate from the South African
	y / our tax matters are in order	no of any partner manager
	the name of the enterprise or the nar who wholly or partly excises, or ma	
	he Register of Tender Defaulters e	
Prevention and Combatin	g of Corrupt Activitie Act of 2004;	stabilistica in terms of the
	member, director or other person, wh	o wholly or partly exercises
	over the interprise appears, has wit	
convicted of fraud or corru		, , , , , , , , , , , , , , , ,
	not associa ad linked or involved with	any other tendering entities
	and have no other relationship with ar	
responsible for compiling	the scope of work that could cause of	r be interpreted as a conflict
of interest; and		
iv) confirms that the conten	ts of this questionnaire are within my p	personal knowledge and are
to the best of my belief a	true and correct.	
Signed	Date	
Nome	Position	

EVALUATION SCHEDULE: APPROACH PAPER

The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to health and safety. The approach paper should articulate what value add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should be onclude a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

The scoring of the approach paper will be as follows:

	Technical approach and mathodology
Poor	The technical approach and or methodology is poor / is unlikely to satisfy
(score 40)	project objective of requirements. The tenderer has misunderstood certain
	aspects of the scape of work and does not deal with the critical aspects of the project.
Satisfactor	The approach is generic and not tailored to address the specific project
у	objectives an methodology. The approach does not adequately deal with the
(score 70)	critical characteristics of the project.
	The wity plan, manner in which risk is to be managed etc is too generic.
Good	The approach is specifically tailored to address the specific project objectives
(score 20)	a methodology and is sufficiently flexible to accommodate changes that may
	cur during execution. The quality plan and approach to managing risk etc is
	specifically tailored to the critical characteristics of the project.
Very 5 ood	Besides meeting the "good" rating, the important issues are approached in an
(score 100)	innovative and efficient way, indicating that the tenderer has outstanding
	knowledge of state-of-the- art approaches.
	The approach paper details ways to improve the project outcomes and the
	quality of the outputs

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

RFQ: MMC-ERAC-NPG- 014318 CIDB Design, Supply, Install, Test Modular Steel Enclosed 3KV BBT Secheron DC High Speed Circuit Breakers Under The Control Of The Depot Engineer, Nelspruit For A Period Of Three (3) Months.

Date

Name	Position
Tenderer	
<u> </u>	
CURRICULUM VITAE OF	KEY PERSONNEL
Name:	Dole of birth:
Profession:	Nationality:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current Position:	Years with the firm:
Employment record: (list in thropological order sta	rting with earliest work experience)
Experience record rent tent to required service	
Certification:	
I, the undersigned, certify that to the best of my know describes me, my qualifications and my experience.	vledge and belief, this data correctly
[Signature of person named in schedule]	Date

TRANSNET SOC LIMITED / CONTRACTORS / SUB-CONTRACTORS

CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the Contractor is an "employer" in his own right at dein each section 1 of Act 85 of 1993 and that he must fulfil all his obligations as an employer in terms of the Act.
- 2) The Contractor shall comply with the requirements of Act 55 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the Contractor shall obtain them from a person designated by Transnet SOC Limited for this purpose, and all requirements of the Contractor must rigidly comply with the permit.
- 4) The Contractor shall conduct with assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to analyse and evaluate identified hazards.
- 5) The Contractor shall have a focumented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and afex Pan shall include the following:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Ax and Regulations
 - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
 - the safety equipment, devices and clothing to be made available by the Contractor to his employees.
 - 6.\ The site access control measures pertaining to health and safety to be implemented.
 - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The Contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The Contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet SOC Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet SOC Limited.
- 10) The Contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet SOC Limited immediately with full particulars of any sub-

Contractor which he may involve in the contract in order that the sub-Contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.

- 11) The Contractor shall stop any sub-contractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threaten health and safety of persons.
- 12) The Contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the Contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
 - 14.1 A risk assessment of all work carried at from an elevated position
 - 14.2 Procedures and methods to a dress anthe identified risks per location
 - 14.3 Evaluation of employee's phytical and psychological fitness necessary to work at elevated position.
 - 14.4 The training of employees working from an elevated position.
 - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The Contractor skyll divise the * Health and Safety Section / Risk Manager / Occupational Risk Manager / Transpet SOC Limited of any hazardous situations which may arise from work being performed either by the Contractor or his sub-Contractor.
- 16) Copies of all appointments required by the act must be given to * Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet SOC Limited.
- 17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his Sub-Contractors Risk Alsessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the Contractor and his Sub-Contractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the Contractor, his Sub-Contractor, any person or machinery under his control on Transnet Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The Contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) Contractor to ensure its employees undergo medical surveillance as required by legislation
- 21) Contractor will be required to provide monthly safety performance reports and statistics

- 22) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 23) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

*As applicable

Tenderer OH & S Management System Questionnaire

This questionnaire forms part of TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's OH&S management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. TFR will verify ccuracy of this information during the physical visit as part of the tender evaluation.

The information provided in this que occupational health and safety manage.		of the o	company's
Company Name:			
Signed:	Name:		
Position:	Date:		
Tender Description:			
Tender Number			
Tenden C 4&S Management System	Questionnaire	Yes	No
1 0 18 Policy and Management			
- Is there a written company health and say - If yes provide a copy of the policy	fety policy?		
- Does the company have an OH&S Ma IRCA System etc - If yes provide details	nagement system e.g NOSA, OHSAS,		
- Is there a company OH&S Management - If yes provide a copy of the content pa			
- Are health and safety responsibilities Management and employees? - If yes provide details	s clearly identified for all levels of		
2. Safe Work Practices and Procedur	es		
- Are safe operating procedures or spec operations available?	ific safety instructions relevant to its		

- Hall-II
10 E 2 Au

- If yes provide de	tails		
	tered with workmen's oof of letter of good star	compensation and up nding	to date?
Has the company offence?If yes provide de		f an occupational health	and sacty
Safety Performar Monthly DIFR for	nce Report previous months		
Previous Year	No of Disabling Injuries	Total Number of employers	DIFR per month
January		X	
February		O'	
March)	
April	l. N		
May			
June			
July	7		
August			
September			
Octobel			
November			
December			

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page Claus item	se or Proposal	O,	

Signed	Date
Name	Position
Tenderer	

TRADING AS TRANSNET FREIGHT RAIL

LABOUR PAYMENT SCHEDULE

TENDERERS ARE REQUIRED TO COMPLETE THE FOLLOWING SCHEDULE:

DAY L	ABOUR (IF REQUIRED)			
Skilled		Hour	17	
Unskill	ed	Hour	O ,	
Laboui	rer	Hour		
Driver/	Operator	Hour		
% Prof	it on Material			
TRAN	SPORT AND MACHINERY Light vehicle up to 1 ton		RUNNING	STANDING
2.	5 Ton vehicle			
3.	10 Ton vehicle with crane		2	
4.	Crane		\\	
5.	Scaffolding			
6.	Generator			
7.	Other equirment:			
Z				
8.	Full details of any other charges:			
TENDE				
DATE:				



Contract Data

The Employer is	
Name	Transnet SOC Limited, Trading as Transnet Freight Rail
Address	Pavillion Building, Room 19-21
	Cnr Botha Avenue & Rhodes Streets
	Witbank 1035
Telephone	(013) 656 4296 Fax No. (913) 556 4259
E-mail	Nhlanhla.Vilakazi@trans.net.net
The works is	Design, Supply, motall, Test Modular Steel Enclosed 3kv Bbt Secheron of High Speed Circuit Breakers Under The Control Of The Cepot Engineer, Nelspruit.
The site is	Onderval Rkv Dc Traction Tie Station
The starting date is	
The completion date is	
The reply period is	2 (two) weeks.
The defects date is	52 (FiftyTwo) weeks after completion
The defect correction period	is within one week after defects date
The delay damages are	R2 000,00 per day (penalties)
The assessment day is the	13 th (thirteenth) of each month
The retention is	10%
Does the United Kingdom Ho Regeneration Act (1996) app	ousing Grants, Construction and No
The Adjudicator is	
Name	To be advised if disputes arise
Address	<u> </u>
Telephone	Fax No
E-mail	



Contract Data

The interest rate on late payment is % per complete week of delay.
The Contractor is not liable to the Employer for loss of or damage to the Employer's property in excess of
The Employer provides this: Insurance Transnet Principal Control Insurance
The minimum amount of cover for the third insurance stated in the insurance Table is: >R25, 000.00 (Limited to R10, 000,000.00. for any one event)
The minimum amount of cover for the fourth insurance states in the Insurance Table is: Not applicable
The adjudicator nominating body is: The Chairman of the Association of Arbitrators (Southern Africa)
The tribunal is: Arbitration
If the tribunal is arbitration, the arbitration procedure is: The rules for the Conduct of Arbitrators of the Association of Arbitrators (Southern Africa)
The <i>conditions of contract</i> are the VEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions:
As mentioned in paragit oh 1.0 (Contractual obligations)

1.0 CONTRACTUAL OR IGATIONS

A compulso v clarification meeting with representatives of the Employer will take place on Friday, 24 ctr bel 2014, 09H00 at Transnet – Maroela Boardroom, Andrew Street at Nelspruit and thereafter proceed to the entire substations for physical site briefing.

(For direction please contact: Kleintjie Matlala on 083 401 1198).

[Respondent to provide own PPE, transportation and accommodation].



Tenders must be deposited to the Tender Box, which will be located in the foyer of INYANDA HOUSE, Transnet freight rail and shall be addressed as follows: Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House, 21 Wellington Road, Parktown.

1Tenders must be enclosed in a sealed envelope bearing the tender number "MMC-ERAC-NPG-014318 CIDB on the outside.

Please note that this tender closes punctually at 30 October 2014 at 10H00

- 1.1 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.
- 1.2 The Contractor shall ensure that a safety representative is at ite at all times.
- 1.3 The Contractor shall comply with all applicable legislation at Transnet safety requirements adopted from time to time and instructed by the roject Manager/ Technical Officer. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.4 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
 - 1.4.1 The Compensation for Occupational njuries and Diseases Act, No. 130 of 1993. The Contractor shall produce ploof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - 1.4.2 The Occupational Health and Streety Act (Act 85 of 1993).
 - 1.4.3 The explosive Act to 16 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager/ Technical Officer with copies of the permits authorising him or his employees, it establish an explosives magazine on or near the site and to undertake blacking operations in compliance with the Act.
 - 1.4.4 The College or shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Technical Officer.
 - 4. The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.5 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Technical Officer, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.6 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Technical Officer. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.7 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.
- 1.8 A penalty charge of **R2 000,00** per day will be levied for late completion.



- 1.9 **10%** retention money will be retained and will be released 12 months after the completion date of the contract.
- 1.10 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Technical Officer must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Technical officer in writing.
- 1.11 The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding part lems encountered on site for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Technical Officer and must be counters gned by the Contractor.
- 1.12 Both books mentioned in 1.10 and 1.11 shall be the proper of Transnet Freight Rail and shall be handed over to the Project Manager or Technical Officer on the day of energising or handing over.
- 1.13 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.14 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freignt Full for function, performance, and reliability, including purchased products from 3rd part's upplie s/Manufacturers.
- 1.15 The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 1.16 The Contractor will retain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.

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2.0 TENDERING PROCEDURE

- 2.1 An addendum reflecting changes to the project specification and 'Bill of Quantities' shall be forwarded to Contractors after the site meeting and Contractors shall quote accordingly, failure of which will result in disqualification.
- 2.2 Contractors shall duly fill in the attached 'Bill of Quantities'. The prices shall be fixed for the duration of the contract and no escalation will be allowed. Items retreflected in the 'Bill of Quantities', but covered in the project specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Contractor and quoted for coordingly.
- 2.3 Contractors shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works in the electrical equipment or installations thereof.
- 2.4 During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.
- 2.5 Contractors shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document litting all the specifications clause numbers indicating the individual statement of compliance or han-compliance.
- 2.6 Contractors shall motivate a streem at o non-compliance.
- 2.7 The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energized. This chart shall be submitted to the Project Manager or Supervisor within 14 days after the award of the contract has been made to the successful Contractor.
- 2.8 Where equipment corered does not comply with standards or publications referred to in the specification contractors shall state which standards apply and submit a copy in English or certified translation.
- 2.9 Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the spulpment offered.
- 2.15 Jung the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submit tetailed information on replacement equipment for approval prior to it being used on this contract.
- 2.11 Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.

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Part C1: Agreement and Contract Data



Contract Data

The Contractor's Offer

The Contractor is	
Name	
Address	
Telephone	Fax No
E-mail	
The percentage for overl	neads and profit added to the Defined Cost for people is%.
The percentage for overl	neads and profit added to other Defined Cost is%.
	Provide the Works in accordance with the <i>conditions of contract</i> for an accordance with the <i>conditions of contract</i> .
The offered total of the Prices is	(amount in words and
amount in numbers)	(amount in words and
Signed on benalt of the Co	ontractor
Jame	
Position	
Signature	Date
The Employer's	Acceptance
The Employer accepts the Conti	ractor's Offer to Provide the Works
Signed on behalf of the Employe	er
Name	
Position	
Signature	Date



2.0 PRICING INSTRUCTIONS

- The agreement is based on the NEC Engineering and Construction Short Contract 3. The contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
- Preliminary and General Requirements are based on part 1 of SANS 1921, 'Construction and Management Requirements for Works Contracts'. The additions, the tions and alterations to SANS 1921 as well as the contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
- 3. It will be assumed that prices included in the Price list are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Foducts or articles of an equivalent standard may be substituted.
- 5. The Price list is not intended for the ordering of materials. Any ordering of materials, based only on the Price list, is at the Contractor's risk.
- 6. The amount of the Preliminaries be included in each monthly payment certificate shall be assessed as an amount prorated to the alue of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 7. The amount or items of the reliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Price list:
 - a) an amount which is not to be varied, namely Fixed (F).
 - b) an am untwhich is to be varied in proportion to the contract value, namely Value Related
 - c) an amount which is to be varied in proportion to the contract period as compared to the in its construction period, excluding revisions to the construction period for which no adjustment the contractor is entitled to in terms of the contract, namely Time Related (T).
- 8. The following abbreviations are used in the Price list:

Hr = Hour Ea = Each

OCB = Oil Circuit Breaker
GCB = Gas Circuit Breaker
PCB = Polychlorinated Biphenyl

Quant. = Quantity

- The prices and rates in these Price list are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
- 10 Where the scope of work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.



- Where no quantity has been provided against an item in the Price list, the Contractor shall use their discretion and provide the quantity.
- The quantities set out in these Price list are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price list.
- The short descriptions of the items of payment given in these Price list are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- Tenderers shall ensure that provision (financial as well as time) for excavations in a range of soil types is made for in their tenders.
- For each item in the Price list, including Preliminaries, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive or labour and material) which has been sourced locally (Republic of South Africa).
- The Contractor shall also arrange forward cover with two weeks after contract award on all imported items.
- 17 The Contractor shall provide information related to imported content, i.e. equipment to be imported, value and applicable exchange rales. This information shall be provided as an Annexure to the Price list.
- 18 The total in the Price list shall be exclusive of VAT

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Part C2:
Pricing Data



tem	Description	Unit	Qty	Rate	Price
Α	Ondervalle Traction Tie station 3 kV DC Sub	station		111	
1	Dismantle, remove and transport old equipment from site to Nelspruit Infra Depot.	sum	1		
2	Supply and install Modular steel High Speed Circuit Breaker cells and trucks	ea	3		
3	Supply and install 3kV DC High Speed Circuit Breakers (BBT Secheron) including 2 positive cables from positive isolator to the breakers including their terminations	а	3		
4	Supply and install the required 95mm ² PVC insulated copper earthing cables.	sum	1		
5	P's & G's	sum	1		
6	Testing and pre-commissioning	sum	1		
A	Total price for Ondervalle Tie Station (Exclu	uding			
	PENIL				

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Part C3: Scope of Work



Contract Data

Scope of Work

- 3.0 Description of work
- 3.1 SUPPLY AND INSTALLATION OF HIGH SPEED CIRCUIT BREAKER CELLS AND TRUCKS.
 - 3.1.1 The contractor shall supply and install track breaker cells and trucks in accordance to specification CEE. 0227.95

3.2 SUPPLY AND INSTALLATION OF 3KV DC HIGH SNELD CIRCUIT BREAKERS

- 3.2.1 The contractor shall supply and install 3 V DC Light Speed Track Breakers in accordance

 To specification CEE-099_ISS_2010
- 3.2.2 The high speed circuit breakers supplied by the contractor must be BBT Secheron

3.3 SUPPLY AND INSTALLATION OF CABLES

- 3.3.1 Contractor shall supply and install all the control and power cables in accordance with the specifications \$20,0198 version 1 and CEE 0023 of 1990.
- 3.3.2 The Contractor shall supply and connect the 95 mm² PVC insulated welding cable to intercol need all new and existing equipment to the DC earth leakage relay system.

3.4 3KV OF HIGH SPEED TRACK BREAKERS

3.3.7 The contractor shall submit descriptive literature consisting of detailed technical specifications,

general constructional details and principal dimensions, together with clear illustrations of

Equipment offered.

3.3.2 The contractor shall submit descriptive literature consisting of detailed technical specifications,

structional details and principal dimensions, together with clear illustrations of the Equipment offered.

3.3.3 The contractor shall supply Transnet Freight Rail with one complete set of

detailed

manufacturing drawings and specifications of all consumable items, i.e. of all coils, main and arcing contacts, arc chutes - and components, etc.

3.3.4 The contractor shall furnish full details of all adjustments which can be made, particularly of the

main contact alignment and pressure, and where applicable of pole face and toggle mechanism.



3.3.5 The breakers shall be capable of clearing a prospective short circuit current of 50kA

with a

time constant of 10ms, 4 times in succession with time intervals of 20s, 60s and 120s between

applications. It shall then still be capable of normal service without attention.



- 4.1 The Contractor shall be responsible for the transport to ite, off-loading, handling and storage of all material required for the construction execution of the works.
- 4.2 All fasteners on steelwork, components and electrical connections (nuts and bolts) shall be secured using flat as well as lock washers

5.0 DRAWINGS, INSTRUCTION MANUALS AND SPARE PART CATALOGUES

- 5.1 All as built drawings shall be sup lied in electronic format (Microstation/Acad).
- 5.2 The successful Contractor shall be required to submit all drawings (paper prints), within four weeks of award of tender to the Project Manager or Supervisor for approval. No construction or manufacturing activity will be allowed prior to the associated drawings having been approved.
- 5.3 During the duration of the contract period, the successful Contractor will be required to inform the Project Manager or Supervisor of any changes to these drawings and will have to test bring the affected drawings for approval prior to it being used on this contract.
- 5.4 All drawings, catalogues, instruction book and spares lists shall be in accordance with Transnet Freight Rail's specification CEE.0224.2002.
- 5.5 All line as built drawings shall be provided to Transnet Freight Rail within four weeks after ommissioning.
- 5.8 Supply three sets of A3 schematic wiring diagrams in hard copy format and electronic format for approval.

6.0 SITE TESTS

- 6.1 The equipment shall be inspected/ tested and approved by Transnet Freight Rail Quality Assurance at the Contractor's workshop prior to it being taken to site. Only once the approval has been granted can the equipment be taken to site for installation.
- 6.2 The Contractor shall be responsible for carrying out of on-site tests and commissioning of all equipment supplied and installed in terms of this specification and the contractual agreement.
- 6.3 Functional on-site tests shall be conducted on all items of equipment and circuitry to prove the proper functioning and installation thereof.
- 6.4 The Contractor shall submit a detailed list of on-site tests for the approval of the Project Manager or Supervisor.



- 6.5 The Contractor shall arrange for the Supervisor or his representative to be present to witness the on-site tests.
- 6.6 The on-site tests and subsequent commissioning will not commence until ALL CONSTRUCTION work has been completed. Construction staff, material and equipment shall be removed from site prior to the commencement of testing. Testing and commissioning of the power plants equipment will not be allowed to take place in a construction site environment.

6.7 The on-site tests shall include the following:

- Test for the functionality of all electrical circuitry.
- Trip tests on relays.
- Test on equipment as per manufacturer's instructions.
- Insulation tests.
- 6.8 At the completion of the on-site tests, the Project Manager or Supervisor or his representative shall either sign the tests sheets (supplied by the Contractor) as having witnessed the satisfactory completion thereof, or hand to the Contractor a list of defects requiring rectification.
- 6.9 Upon rectification of defects, the contractor shall arrange for the Project Manager or Supervisor or his representative to certify satisfactory completion of on-site tests.
- 6.10 Acceptance by the Project Manager or Supervisor of satisfactory completion of on-site tests in no way relieves the Contractor of his obligation to rectify defects which may have been overlooked or become evident at a later stage.

7.0 COMMISSIONING OF EQUIPMENT

- 7.1 Commissioning will only take place after all defects have been rectified to the satisfaction on the Project Manager or Supervisor.
- 7.2 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.
- 7. The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period.
- 7.4 It is the Contractor's responsibility to satisfy himself or herself that the commissioning of the protection equipment has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.
- 7.5 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

8.0 GUARANTEE AND DEFECTS

- 8.1 The Contractor shall guarantee the satisfactory operation of the complete electrical installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.
- 8.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired immediately after commissioning.



- 8.3 The guarantee period for these indoor equipments shall expire after, a period of 12 months commencing on the date of completion of the contract.
- 8.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.
- 8.5 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.
- 8.6 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.
- 8.7 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Supervisor and at the cost of the Contractor.
- 8.8 If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period, the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail and cost of material and labour.

9.0 QUALITY AND INSPECTION

- 9.1 Transplet Reight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful Contractor.
- 9.2 The Centractor shall notify Transnet Freight Rail 14 days in advance of such an inspection late.
- 9.3 The Contractor shall apply 14 days in advance for the date of energizing and ensure that all work is completed before any commissioning can take place.
- The Contractor shall be responsible to issue a compliance certificate in terms of SANS 0142 for each site before energizing of the equipment shall take place.

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Part C3:
Wørks Information



Contract Data Works Information

10.0 Specifications

10.1 South African National Standards:

SANS 1091 National colour standard.

SANS 763 Hot diagalvanised zinc coating.

SANS 121
 Ho Dip Galvanised Coating for Fabricated Iron or

Steel Artisle.

SANS 8528 Reciprocating internal combustion engine driven a terror ting current generating set.

SANS 10142 Wiring Code.

Transnet Freight Rai

CEE 0099 ISS 2010 3KV DC High Circuit breaker for Traction Substation.

CEE.0227.95
 Manufacture of 3kV DC track Breaker cells and Truck

BBB 5452 version Transnet freight rail requirements for installation of

electrical equipment for 3 kV DC substations.

BBP 2721 Assion 10 AC Primary Circuit Breaker Control Panel and

Distribution Panel for 3kV DC Traction substation.

Earthing arrangement for traction substations.

Trip, lockout and indication circuit diagram.

BBB 3005 version 1 3 kV DC under voltage relay manufacturing

specification.

BBC 0198 version 1 Specifications for the supply of cables.

CEE.0023.90 Specifications for installation of cables.

CEE.0045.2002/1 Painting of steel Components of Electrical

Equipment.

CEE.0183.2002 Hot dip galvanising and painting of electrical

equipment.

CEE.0224.2002 equipment.

Drawings, ca

CEE.0224.2002 Drawings, catalogues, instruction manuals and

spares list for electrical equipment supplied under

contract.

10.29 BBB 2502 Battery charger for 3kv DC traction Substation

NOTE: Any other specifications referenced in the above mentioned specification, will be for information purposes and may be provided on request.



10.3 Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral)

11.0 Constraints on how the Contractor Provides the Works

11.1 The constraints shall be as specified in the specifications of the particular equipment.

12.0 Requirements for the programme

12.1 Programme of work To be submitted by successful Contract

12.2 CIDB rating : 2EP

12.3 Format : Any

ted and commissioned

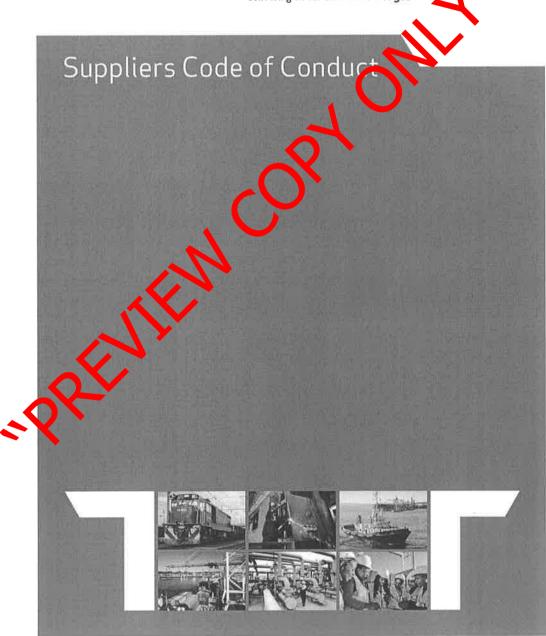
12.4 Information : How work is going to be subsided and commissione
12.5 Submission : 1 weeks after the award of contract
12.6 Site diary : Successful Contractor to supply it triplicates carbon copies
12.7 Site instruction book : Successful Contractor to supply it triplicates carbon copies



Contract Data Site Information

The works shall be performed at Ondervalle Tie station traction substation

delivering on our commitment to you



Suppliers Code of Conduct

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

These are:

- >> Transnet Procurement Policy A guide for tender
- Section 217 of the Constitution the five pills of Public PSCM (Procurement and Supply Chain, Management): fair, equitable, transparent, competitive and cost effective;
- >> The Public Finance Management ct (PFMA);
- The Broad Based Black Ecotomic Engagement Act (BBBEE); and
- >> The Anti-Corruption Act

This code of conductive been compiled to formally apprise Transnet Suppliers of Newsnet's expectations regarding behaviour and conductive its Suppliers.

Pronibition of Bribes, Kickbacks, Unlawful Rayments, and Other Corrupt Practices

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

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

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





>> Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not recieve anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any accordecision of any person involved in socious decisions; gain an improper advantage
- >> There may be times when a supplied is confronted with fraudulint or corrupt behaviour of Transnet et aloy es. We expect our suppliers to use a "Thy-one Anonymous" Hotline to report these acts 10800 003 056.

Transnet is firmly committed to free and competitive enterprise.

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

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

>> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.







These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion:
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards
 Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or sent cest are purchased from them. Rigorous due and the must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- » Suppliers must record and record accurately, honestly and objectively. Sinancial records must be accurate in all material respects.

Conflict of Interest

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

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









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

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

0800 003 056

TRANSNET



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

1. CAMPS

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

2. HOUSING

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.
- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.

- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.
- 2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Encloyer's Deputy to a height of at least **1m** above ground level.
 - 2.7.1 Sleeping quarters shall not accommodate the ethan 8 persons per room.
 - 2.7.2 Pegboards shall be carried or in tal o concrete supports and shall be separated by partitions not less than 0.4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

3. WATER SUPPLY AND ABLUT ON FACILITIES

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

4. SANTATION

- 4.1 Separate buildings for latrine facilities shall be provided. Where housing are provided for both males and females, separate facilities for each sex shall be provided. The proportions shall be at least one squatting seat for every 15 persons or less in the case of pit latrines, or one for every 10 persons or less in case of pail latrines.
 - Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.
- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.

- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.
- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-
 - 4.4.1 Where the number of persons living at the camp is 20 or less one unit.
 - 4.4.2 For additional numbers over 20 living at the camp or unit per 100 or part thereof.
- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of unitsient thickness to prevent depredations by rodents and the breeding of flies.
- 4.6 Adequate measures shall be taken against all vermit and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bedboards shall be treated whenever necessary with an approved insecticide.
- 4.8 The Contractor shall permit and facultate inspection of the camp and structures on the site by the staff of Transnet er any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Employer's Deputy.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The contractor shall have on hand at the camp the necessary tools, disinfectants and clean the sanitary facilities.

5. RANONS

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

P02b-06 (JLH)