

NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

Transnet SOC Ltd

Registration Number 1990/000900/30

(hereinafter referred to as the "Employer")

and

.....
Registration Number

(hereinafter referred to as the "Contractor")

Description Of The Works

Design, Manufacture, Supply, Install, Test And Commissioning Of 132kV Primary Circuit Breaker And All The Associated Cables At Vienna 3kV Dc Traction Substation Under The Control Of The Depot Engineer Nelspruit

Enquiry Number

RFQ No. ERAC-NPG-MM16-017625 CIDB

Start Date

To Be Advised

Completion Date

To Be Advised

| | |
|---------------------|--|
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Transnet Freight Rail

Enquiry Number: ERAC-NPG-MM14-017625 CIDB

Description Of The Works: Design, Manufacture, Supply, Install, Test And Commissioning Of Primary Circuit Breaker And All The Associated Cables At Vienna 3kv Dc Traction Substation Under The Control Of The Depot Engineer Nelspruit.

"PREVIEW COPY ONLY"

Part T1: Tendering Procedures

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Transnet SOC Ltd invites tenders for **Design, Manufacture, Supply, Install, Test And Commissioning Of Primary Circuit Breaker And All The Associated Cables At Vienna 3kv Dc Traction Substation Under The Control Of The Depot Engineer Nelspruit.**

Tenders should have a CIDB contractor grading designation of 1 EP.

Preferences are offered to tenderers who are in possession of a valid SANAS or SABS B-BBEE accreditation certificate.

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

The physical address for collection of tender documents is:

**Transnet Freight Rail Tender Advice Centre
Inyanda House 1
Ground floor, 21 Wellington Road
Parktown, Johannesburg 2000**

Documents may be collected during working hours after 08h00 from Friday, **26 June 2015** until **01 July 2015** before 15h00.

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

Mr. Matete Madisha

Tel No. 013 658 2474

Fax No.

Email matete.madisha@transnet.net

A compulsory clarification meeting/site visit with representatives of the Employer will take place at on Thursday, 02 July 2015, at Transnet – New Infra Boardroom, Andrew Street, Nelspruit Depot starting at 09h00 and thereafter proceed to the entire substations for physical site briefing.

For directions please contact : Tebogo Selebalo on cell No. 083 460 0679.

Please note that when visiting a site, safety boots and a safety vest should be worn. As the site visit may be held in an operational area of Transnet, all people entering the premises **may be subjected to a substance abuse test**. This is a standard operational requirement for TFR, when entering any operational area in order that TFR may address the risk of injury.

Any person that fails such test will not be permitted to enter the premises and thereby forfeits. Rights to be allowed access to the briefing session and will subsequently not be permitted to submit a bid for the RFQ.

- A Certificate of Attendance in the form set out in Returnable Schedules must be completed.
- Submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or RFQ briefing.
- Respondents failing to attend the compulsory RFQ briefing/site inspection will be disqualified.
- The briefing session will start punctually as indicated above and information will not be repeated for the benefit of Respondents arriving late.

The closing time and date for receipt of tenders is **10:00hrs on 09 July 2015**.

Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

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

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

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

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS

AND INTENTION TO TENDER

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail Project No.: ERAC-NPG-MM14-017625 CIDB
Fax No. 0867666815 Tender No.: ERAC-NPG-MM14-017625 CIDB
Attention: Matete Madisha Closing Date: **09 July 2015**

DESIGN, MANUFACTURE, SUPPLY, INSTALL, TEST AND COMMISSIONING OF PRIMARY CIRCUIT
BREAKER AND ALL THE ASSOCIATED CABLES AT VIENNA 3KV DC TRACTION SUBSTATION UNDER
THE CONTROL OF THE DEPOT ENGINEER NELSPRUIT.

We: Do wish to tender for the work and shall return our tender by the due
date above

Check
Yes ☐

Do not wish to tender on this occasion and herewith return all your
documents received

No ☐

REASON FOR NOT TENDERING:

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

SIGNATURE : _____

TITLE: _____

T1.2 Tender Data

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

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

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

| Clause | Data |
|---|---|
| F.1.1 The Employer is | Transnet SOC Ltd (Registration No. 1990/000900/30) |
| F.1.2 The tender documents issued by the Employer comprise: | |
| Part T1: Tendering procedures | T1.1 Tender notice and invitation to tender T1.2 Tender data |
| Part T2: Returnable documents | T2.1 List of returnable documents T2.2 Returnable schedules |
| Part C: The contract | C1.1 Form of offer and acceptance C1.2 Contract data (part 2) C2.2 Schedule of Prices |
| Part C1: Agreements and contract data | C1.1 Form of offer and acceptance C1.2 Contract data (part 1 & 2) |
| Part C2: Pricing data | C2.1 Pricing instructions C2.2 Schedule of Prices |
| Part C3: Scope of work | C3.1 Works Information |
| Part C4: Site information | C4.1 Site information |
| F.1.4 The Employer's agent is: | Transnet Freight Rail |
| Name: | Nhlanhla Vilakazi |
| Address: | N4 Highveld Business Park, Block A, 7 Corridor Crescent, Witbank 1035 |
| Tel No. | 013 658 2474 |
| Fax No. | |
| E-mail: | Nhlanhla.Vilakazi@transnet.net |
| F1.6 The competitive negotiation procedure may be applied. | |

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- F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **1 EP class** of construction work, are eligible to have their tenders evaluated.
- Joint ventures are eligible to submit tenders provided that:
1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation in the **1 EP class** of construction work; and
 3. the combined *Contractor* grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a *Contractor* grading designation determined in accordance with the sum tendered for a **1 EP class** of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations..
-
- F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
-
- F.2.12 No alternative tender offers will be considered.
-
- F.2.13.2 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**.
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- F.2.13.3 Parts of each tender offer communicated on paper shall be as **an original, plus 1 (one) copy**.
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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:

F2.15.1 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 to reach the Post Office Box indicated above, before the closing time of the tender.

If delivered by hand, to be deposited to the Transnet Freight Rail Acquisition Council Tender box which is located in the foyer, and to be addressed as follows:

The Chairperson
Transnet Freight Rail Acquisition council
Ground floor, Inyanda House 1
21 Wellington road
Parktown
Johannesburg
2001

It should be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week.

Identification 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 in the outside:

- Name of Tenderer (Insert Company name).
- Contact person and details (Insert details).
- The Tender number (Insert)
- Description of the work (Insert)
- Closing date of tender (Insert)

NO LATE TENDERS WILL BE ACCEPTED

F.2.13.6 A two envelope procedure will not be followed.

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

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

F.2.16 The tender offer validity period is 90 days from closing date of tender.

F.2.18 Provide, on request by the *Employer*, any other material information that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the *Employer* for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the *Employer's* request, the *Employer* may regard the tender offer as non-responsive.

F.2.22 Return all retained tender documents within 28 days after the expiry of the validity period.

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

1. an **original valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid SANAS or IRBA B-BBEE accreditation certificate, and
3. A Certificate of Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).

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

F.3.4 The time and location for opening of the tender offers are:

Time 12:00 on the closing date of tender.

Location: TFR Acquisition council, Ground Floor, Inyanda House 1, 21 Wellington Road, Park Town, Johannesburg.

F.3.11.1 General

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

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

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

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

80 where the financial value inclusive of VAT of one or more responsive tenders received have a value less than R1,000,000.00.

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

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

F.3.11.5 The quality criteria and maximum score in respect of each of the criteria are as follows:

| Quality criteria | Sub criteria | Maximum number of points |
|---|--------------|--------------------------|
| Technical capacity/ Resources/Resources/Plant and Equipment | | 30 % |
| Health/Risk and Safety | | 35 % |
| 10 Days Delivery period | | 35 % |
| Maximum possible score for quality (W_Q) | | 100 |

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

- T2.2-7 Technical capacity and resources relevant to the scope of works
- T2.2-22 Health, Risk and safety plan as well as a environmental plan that are relevant to the Scope of works will be considered as part of the technical evaluation

The minimum number of evaluation points for quality is : 80%

Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to, no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.

F.3.11.9 Scoring quality

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

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

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

where: SO is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

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F.3.13.1 Tender offers will only be accepted if:

- a) the tenderer submits **an original valid** Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) The Tenderer is registered with the Construction Industry Development Board in an appropriate tender grading designation
- c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System;
 - ii) failed to perform on any previous contract and has been given a written notice to this effect;
 - iii) appear on Transnet list for restricted tenders.
- f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- h) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2002 issued in terms of the Occupational Health and Safety Act, 1993, the necessary competences and resources to carry out the work safely.

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

Additional tender conditions:

1 Pre-qualifying criteria:

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

| Criterion/Criteria | Explanation |
|--------------------------------------|--|
| Administrative responsiveness | <p>Completeness of response and mandatory returnable documents:</p> <p>Whether the bid has been lodge on time,</p> <ul style="list-style-type: none"> Whether all mandatory "Returnable schedules" were completed and returned by the closing date and time, Verify the validity of all Returnable documents" |
| Substantive responsiveness | <p>Prequalification criteria, if any, must be met, i.e.</p> <ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given. A fully completed clause by clause statement of compliance to the Works Information, technical specifications and general specifications, failure to submit that on a separate sheet, tender will not be evaluated to next stage. |

| | |
|---|--|
| | <ul style="list-style-type: none"> Whether the bid contains a completed & signed priced offer including the schedule of prices. |
| Functionality Threshold | <p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations.</p> <p>Tenderers are to note that functionality is included as threshold with a prescribed percentage threshold of 80%, i.e.:</p> <ul style="list-style-type: none"> Technical capacity and resources relevant to scope of works Risk, Health and Safety Plan as well as an environmental plan relevant to scope of work will be considered 10 Days Delivery period |
| Final weighted evaluation based on 80/20 preference point system | <ul style="list-style-type: none"> Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and level of unconditional discounts¹ will be critical B-BBEE status of company - Preference points will be awarded to a bidder for attaining the BBEE status level of contribution in accordance with the table indicated in Annexure A. |

2 Evaluation and Final Weighted Scoring:

a) Price Criteria [Weighted score 80 points]

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

$$PS = 20 \left(1 - \frac{Pt - P_{min}}{P_{min} - P_{max}} \right) \times 100$$

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

b) Broad-Based Black Economic Empowerment criteria [Weighted score 20 points]

- B-BBEE - current scorecard

SUMMARY: Applicable Final Evaluated Weightings

| Evaluation Criteria | Final Weighted Scores |
|---------------------|-----------------------|
| Price | 80 |
| B-BBEE - Scorecard | 20 |
| TOTAL SCORE: | 100 |

- 3 The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the priced Activity Schedule in the works Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 4 Tender submission
- 4.1 Tenderers shall duly fill in the attached BOQ. Items not reflected in the BOQ, but covered in the particular specification or agreed at site meetings, shall be added to the BOQ by the Tenderer and quoted for accordingly.
- 4.2 Clause by clause statement of compliance to General conditions of Contract, Works Information, Particular specification, technical specifications and General specifications
- Tenderers shall complete the clause-by-clause statement of compliance to the various specifications attached to this tender document.
 - *Tenderers shall motivate a statement of non-compliance. Indicate statement of compliance and motivate (give reasons for not complying)*
 - *Indicate other statements which don't require compliance.*
- 4.3 Note: The committee will take decision to give an average score to companies who indicated their compliance but with short comings.
- 4.4 The Tenderer shall provide a provisional Gantt or a similar bar chart showing when the works will be done and energised. This chart shall be submitted with the tender submission on the closing date of the tender. Should a Tenderer be successful in winning a tender, a final bar chart shall be submitted within 2 working days after the award of the contract to the Employer by the successful Tenderer.
- 4.5 The Tenderer shall indicate how the work will be executed and commissioned. (Bar chart, approach paper and method statement).
- 4.6 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.
- 4.7 The Tenderer shall supply a site diary and site instruction books, both books shall be of triplicates carbon copies.
- 4.8 RISK ASSESMENT AND SAFETY PLAN REQUIRED:

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Nelspruit.

RISK AND SAFETY PLAN

INDEX

1. Contractor SHEQ Policy Statement

2. List of Contractor Employees

3. Project Management

- 3.1. Notification of Construction Work (Construction Regulation 3, Annexure A)
- 3.2 Registration with WCC
- 3.4. SHEQ Plan Review
- 3.5. Agreement with Mandatories (Section 37(2) of OHS Act)
- 3.6. Appointments of Contractor
- 3.7. Site Organisation
 - 3.7.1. Assignment of Duties
 - 3.7.2. Construction Work Supervisor (Construction Regulation 6)
 - 3.7.3. Subordinate Construction Work Supervisor (Construction Regulation 6)
 - 3.7.4. Construction Safety Officer (Construction Regulation 6(7))
 - 3.7.5. List of subcontractors already appointed - List to be revised at least monthly
 - 3.7.6. Health and Safety Representative (Section 17 of OHS Act)
 - 3.7.7. Scaffold Inspector (Construction Regulation 8)
 - 3.7.8. Portable Fire Equipment Inspector

4. Incident Management

- 4.1. Health, Safety and Environmental Performance Statistics
- 4.2. Incidents and or injuries
 - 4.2.1. Reporting
 - 4.2.2. Recording
 - 4.2.3. Investigation
 - 4.2.4. Medical Surveillance and certificate of fitness
 - 4.2.5. Occupational Diseases

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5. Audits

5.1. Legal Compliance Audits

5.1.1. Audit Report

5.1.2 Frequency of Audits

5.1.3. Findings and Analysis

5.1.4 Corrective Action

6. Substance Abuse Testing

6.1 Proof of testing

7. Logbooks and Registers

7.1. Electric Equipment / Tools Register - Portable

7.2. Fall Protection Plan Checklist

7.3. Fire fighting appliance Register - Portable

7.4. Personal Protective Equipment and Clothing

7.5. Scaffold Register

7.6 Schedule of Plant (E4D)

7.7 Lifting Equipment Register

7.8 Other

8. Risk Management

8.1. Task descriptions

8.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan

8.3. Risk Assessment (Construction Regulation 7)

8.4 Occupational Hygiene Surveys e.g Noise, Dust etc

9. Education and Training

9.1. Induction training (Construction Regulation 7(9))

9.2. Site Specific Training

9.3. Certificates of Competence e.g operator licences, welding certificates, etc

9.4 First Aid training and Equipment

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10. Emergency Planning – Evacuation plan

- 10.1 Client procedure
- 10.2 Site Procedure
- 10.3 Emergency response numbers

11. SHE Communications

- 11.1 Safety/Toolbox talks
- 11.2 Incident Recall

12. Safe Working Procedures

- 12.1 Method Statements
- 12.2 Safe Operating Procedures
- 12.3 Task/Job observations

13. Fall Protection Plan

- 13.1 Documented fall protection plan
- 13.2 Rescue Plan
- 13.3 Training/Certification
- 13.4 Fall arrest and protection equipment

14. Personal Protective Equipment and Clothing

- 14.1 PPE required
- 14.2 PPE proof of issue

15. Project security

- 15.1 Security risks identified
- 15.2 Access control

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16. Environmental Management Plan

Note: TFR will obtain Environmental authorisation (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project (e.g Construction)

Provide procedure of the following:

1. Control of Dust
2. Noise Pollution Control
3. Waste management
4. Environmental Incident Management (Sect 30 NEMA)
5. Contamination of surface and underground water
6. Soil Contamination
7. Storm Water Drainage
8. Environmental Cleanup and Rehabilitation
9. Environment monitoring
10. Environmental training and awareness
11. Provision for Environmental Cleanup and Rehabilitation Cost (Budget)

STAGE FIVE Post Tender Negotiations (if applicable)

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80 and the contract will be negotiated and awarded to the successful Respondent(s).

5.0 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

5.1 Disclosure of Prices Quoted

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

YES ☐

NO ☐

5.2 Returnable Documents

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

- a) Tenderers are required to submit with their Tenders the **mandatory Returnable Documents**, as detailed below.

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Tenderer. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

| Mandatory Returnable Documents | | Submitted [Yes or No] |
|--------------------------------|--|--------------------------|
| Part C3 : | Completed & signed Form of Offer and Acceptance and Schedule of prices | |
| Part T2.2: | Returnable schedules: Certificate of attendance of site meeting/RFQ briefing | |
| Part T2.2: | Returnable Schedules: Clause by clause statement of compliance to the General Conditions of contract, Works information technical specifications and general specifications. Separate sheet | |

- b) In addition to the requirements of section (a) above, Tenderers are further required to submit with their tenders the following **essential Returnable Documents** as detailed below.

Failure to provide all these Returnable Documents may result in a Tenderer's disqualification. Tenderers are therefore urged to ensure that all these documents are returned with their Tenders.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Tenderer. Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

| Essential Returnable Documents | | Submitted [Yes or No] |
|--|--|--------------------------|
| Part T1.1: Tendering Procedures: Notice to Tenderers | | |
| <ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference | | |
| <ul style="list-style-type: none"> - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being | | |

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| Essential Returnable Documents | Submitted [Yes or No] |
|---|--------------------------|
| allocated for preference | |
| - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement | |
| - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] | |
| Part T2.1: Returnable documents / Schedules | |
| Safety plan and fall protection plan in accordance with the construction Regulations of 2003 and Transnet E4E | |
| Quality assurance / control plan | |
| Environmental Management plan | |
| Bar chart with method statement and approach paper | |
| Vendor application form: | |
| Certified copies of IDs of shareholder/directors/members (as applicable) | |
| Certified copies of IDs of shareholder/directors/members (as applicable) | |
| Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC) | |
| Certified copies of the company's shareholding/director's portfolio | |
| - Original cancelled cheque or bank verification of banking details | |
| - Entity's letterhead | |
| - Certified copy of VAT Registration Certificate [RSA entities only] | |
| - Certified copy of valid Company Registration Certificate [if applicable] | |
| - A signed letter from Tenderer's auditor or accountant confirming most recent annual turnover figures | |
| Letter of Good Standing from Department of Labour | |
| Part T2.2: Returnable schedules: | |
| Changes to tender documents | |
| Availability of equipment and other resources | |
| Certificate of attendance at tender clarification meeting | |
| Record of addenda to tender documents | |
| Capacity and ability to meet delivery schedule | |
| Previous experience | |
| Broad based black economic empowerment (BBBEE) | |
| Supplier Code of Conduct | |
| Unilateral non-disclosure agreement | |

Transnet Freight Rail

Enquiry Number: ERAC-NPG-MM14-017625 CIDB

Description Of The Works: Design, Manufacture, Supply, Install, Test And Commissioning Of Primary Circuit Breaker And All The Associated Cables At Vienna 3kv Dc Traction Substation Under The Control Of The Depot Engineer Nelspruit.

| Essential Returnable Documents | Submitted [Yes or No] |
|---|--------------------------|
| Mutual Non-disclosure agreement | |
| RFP declaration form | |
| Method statement | |
| RFP – Breach of law | |
| Part C3.1:: Contract Data : General Conditions of Contract (NEC3 ECSCS); Works Information and Particular specification | |
| Part C3.2: Schedule of Prices | |

"PREVIEW COPY ONLY"

T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



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

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part

of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

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

$$TEV = NFO + NP$$

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

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

$$TEV = NFO + NQ$$

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

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

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

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

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

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

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

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

$$TEV = NFO + NP + NQ$$

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

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

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

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

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

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

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

Part T2: Returnable Documents

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 Compensation Commission issued by the Department of Labour. |
| 2 | Safety Plan and Fall Protection Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E |
| 3 | Quality Assurance/control Plan |
| 4 | Environmental Management Plan |
| 5 | Proposed Organization and Staffing |
| 6 | Certified Copy of Share Certificates (K1 & K2) |
| 7 | Certified Copy of Certificate of Incorporation and CM29 and CM9 |
| 8 | Certified Copy of Identity Documents of Shareholders / Directors / Members (where applicable) |
| 9 | Original or certified cancelled cheque OR original or certified letter from the bank verifying banking details (with bank stamp and signature) |
| 10 | Current and original or certified Tax Clearance Certificate |
| 11 | Certified VAT registration certificate |
| 12 | 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 |
| 13 | Work Programme (bar chart) and method statement relevant to scope of work |
| 14 | An active CIDB grading certificate of 1 EP or higher |
| 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. |

T2.2-1: Changes to Tender Document

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

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

The Conditions of Tender state that the tenderer may:

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

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

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

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

Signed

Date

Position

Name

Tenderer

Tenderers to review the potential risk element associated with the Project (Refer to Clause 63.6). The risk elements are to be priced separately in this Schedule. If No Risks are identified "No Risks" must be stated on this schedule.

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Date _____

Position

Tenderer

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

[illegible]

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-7: Management & CV's of Key Persons – ECSC¹

Please describe the management arrangements for the *works*.

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

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

Attached submissions to this schedule:

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

¹NEC3 Engineering & Construction Short Contract (June 2005).

T2.2-9: Insurance provided by the Contractor

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

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

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

Signed

Date

Name

Position

Tenderer

T2.2-14: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

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

This is to certify that

(Tenderer)

of

(address)

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

| | | |
|-----------|--|----------------|
| Held at: | | |
| On (date) | | Starting time: |

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

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

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Name

Signature

Capacity

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

Name

Signature

Capacity

Date & time

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

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

| | Date | Title or Details |
|----|------|------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

T2.2

SUPPLIER DECLARATION FORM

Respondents are to furnish the following documentation and complete the Supplier Declaration Form below:

1. **Original or certified** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members *[where applicable]*
3. **Certified copy** of Certificate of Incorporation, CM29 / CM9 *[name change]*
4. **Certified copy** of Share Certificates [CK1/CK2 if CC]
5. Original or certified letterhead confirm physical and postal addresses
6. **Original or certified** valid SARS Tax Clearance Certificate *[RSA entities only]*
7. **Certified copy** of VAT Registration Certificate *[RSA entities only]*
8. A signed letter from your entity's auditor or accountant confirming most recent annual turnover figures or certified BBBEE certificate
9. **Certified copy** of valid Company Registration Certificate *[if applicable]*

Note: No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.

Note: No agreement shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

| | | | | | | | |
|---|----|-------|---------|---------------------|-------------|-----------------|--|
| Company Trading Name | | | | | | | |
| Company Registered Name | | | | | | | |
| Company Registration Number Or ID Number If A Sole Proprietor | | | | | | | |
| Form of entity | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor | |
| VAT number (if registered) | | | | | | | |
| Company Telephone Number | | | | | | | |
| Company Fax Number | | | | | | | |
| Company E-Mail Address | | | | | | | |
| Company Website Address | | | | | | | |
| Bank Name | | | | Bank Account Number | | | |
| Postal Address | | | | | | Code | |

| | | | | | |
|--|--------------|-------------------------|---------------|-------------------------------|---------------|
| Physical Address | | | | Code | |
| Contact Person | | | | | |
| Designation | | | | | |
| Telephone | | | | | |
| Email | | | | | |
| Annual Turnover Range (Last Financial Year) | < R5 Million | | R5-35 million | | > R35 million |
| Does Your Company Provide | Products | | Service | | Both |
| Area Of Delivery | National | | Provincial | | Local |
| Is Your Company A Public Or Private Entity | Public | | Private | | |
| Does Your Company Have A Tax Directive Or IRD 30 Certificate | Yes | | No | | |
| Main Product Or Service Supplied (E.G.: Stationery/Consulting) | | | | | |
| BEE Ownership Details | | | | | |
| % Black Ownership | | % Black women ownership | | % Disabled person/s ownership | |
| Does your company have a BEE certificate | Yes | | No | | |
| What is your broad based BEE status (Level 1 to 9 / Unknown) | | | | | |
| How many personnel does the firm employ | Permanent | | Part time | | |
| Transnet Contact Person | | | | | |
| Contact Number | | | | | |
| Transnet operating division | | | | | |

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

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

T2.2-17: Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnership

| Name | Identity number | Personal income tax number |
|------|-----------------|----------------------------|
| | | |
| | | |
| | | |

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

entity

legislature

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise
name

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

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

"PREVIEW C

Tenderer

T2.2-21: Evaluation Schedule: Environmental Management Plan

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

The following documents are key -

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

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

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

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

Attached submissions to this schedule:

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-22: Health, Risk and Safety Plan

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description, type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
12. Complete and return with tender documentation the Contractor Safety Questionnaire.
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement

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

Note to tenderers:

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

A schedule detailing the following:

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

Index of documentation attached to this schedule:

Signed

Date

Name

Position

Tenderer

Note to tenderers:

Index of documentation attached to this schedule:

Index of documentation attached to this schedule:

Date _____

Position

Tenderer

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

B-BBEE and preferencing scheme:

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

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

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

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

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

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

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

a) Large Enterprises

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

b) Qualifying Small Enterprises – QSE

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

c) Exempted Micro Enterprises –

- EMEs are exempted from B-BBEE accreditation as indicated in the DTI Codes, Statement 000 (Page 9)
- Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
- EME's should only provide documentary proof of annual turnover plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

In addition to the above:

- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- Tenderers anticipating tendering as a trust, consortium or joint venture must allow sufficient time for obtaining such status level certificate or consolidated B-BBEE scorecard.

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

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

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

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

Turnover:

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

ZAR

- For Contractors:

- With an annual turnover >R5m, please attach an status level verification certificate issued by a SANAS Accredited Verification Agency together with all the relevant score sheets pertaining thereto;

With an annual turnover <R5m, please attach a verification certificate issued by a Registered Auditor, Accounting Officer or a SANAS Accredited Verification Agency which meets the definition for EME certificates mentioned above.

- For BEPs:

- If annual turnover >R1.5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto;
- If annual turnover < R 1,5 million, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor's certificate or similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.

In addition to the status level verification certificate, Transnet also requires that tenderers register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's

("DTI") National B-BBEE IT Portal and Opportunities Network and **provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.**

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

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-31: Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-32: Unilateral Non-Disclosure Agreement

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

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

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

hereinafter referred to as the "**disclosing party**"

and

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

hereinafter referred to as the "**receiving party**."

1. Purpose

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

2. Definition

"Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets,

software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

3. Exclusions

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

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

4. Non-Disclosure of Confidential Information

4.1. The receiving party to this Agreement agrees not to use the Confidential Information disclosed to it by the disclosing party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. The receiving party will not disclose any Confidential Information of the disclosing party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. The receiving party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the disclosing party is disclosed or who have access to Confidential Information of the receiving party that they are bound by the obligations of this Non-Disclosure Agreement.

4.2. The receiving party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the disclosing party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information. The receiving party agrees to notify the disclosing party in writing of any misuse or misappropriation of such Confidential Information of the disclosing party which may come to its attention.

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

5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party, in writing, to be Confidential Information, shall be deemed to be Confidential Information.

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

6. Non-Solicitation

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

7. Mandatory Disclosure

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

8. Variation, Addition or Cancellation

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

9. No License Granted

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

10. No Representations

The disclosing party makes no representation or warranty as to the accuracy or completeness of any Confidential Information provided hereunder and shall have no liability to the receiving party arising from, or related to the use of Confidential Information provided hereunder.

11. Term

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

12. Miscellaneous

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

13. Governing Law and Jurisdiction

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

14. Disputes

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

15. Remedies

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

Signed

Date

Name

Position

Tenderer

T2.2-33: Mutual Non-Disclosure Agreement

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

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

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

and

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

.....

Purpose

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

Definition

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

Exclusions

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

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

Non-Disclosure of Confidential Information

The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.

Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

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

All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.

No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").

Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

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

Non-Solicitation

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

Mandatory Disclosure

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of

the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

Variation, Addition or Cancellation

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

No License Granted

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

No Representations

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

Term

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

Miscellaneous

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

Governing Law and Jurisdiction

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

Disputes

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

Remedies

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

Signed

Date

Name

Position

Tenderer

Signed

Date

Name

Position

Tenderer

T2.2-36: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

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

ADDRESS: _____

Indicate nature of relationship with Transnet:

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

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

T2.2-37: Method Statement

Note to tenderers:

Method statement

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

1.
2.

Signed

Date

Name

Position

Tenderer

"PREVIEW COPY ONLY"

T2.2-41: Evaluation Schedule: Approach Paper

The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to programme, with specific reference to meeting key dates and method statement in respect of the service required.

The approach paper should articulate what the tenderer will provide in achieving the stated objectives for the project which should include a high level project schedule and cash flow.

The tenderer must as such explain his / her understanding of the objectives of the works 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 and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

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 methodology |
|-----------------------------------|---|
| Poor (score 40) | The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. |
| Satisfactory (score 70) | The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc. is too generic. |
| Good (score 90) | The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project. |

| | |
|----------------------------------|---|
| Very good (score 100) | Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The 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 | Date |
| Name | Position |
| Tenderer | |

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

T2.2 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 as defined in 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 85 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 a risk 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 documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
 - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
 - 6.3 The safety equipment, devices and clothing to be made available by the Contractor to his employees.
 - 6.4 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 threat to 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 out from an elevated position
 - 14.2 Procedures and methods to address all the identified risks per location
 - 14.3 Evaluation of employee's physical 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 shall advise the * Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet 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 Assessment 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 accuracy of this information during the physical visit as part of the tender evaluation.**

| | | |
|--|------------|-----------|
| The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system. | | |
| Company Name: | | |
| Signed: | Name: | |
| Position: | Date: | |
| Tender Description: | | |
| Tender Number: | | |
| Tenderer OH&S Management System Questionnaire | | |
| | Yes | No |
| 1. OH&S Policy and Management | | |
| - Is there a written company health and safety policy? | | |
| - If yes provide a copy of the policy | | |
| - Does the company have an OH&S Management System e.g NOSA, OHSAS, IRCA System etc | | |
| - If yes provide details | | |
| - Is there a company OH&S Management System, procedures manual or plan? | | |
| - If yes provide a copy of the content page(s) | | |
| - Are health and safety responsibilities clearly identified for all levels of Management and employees? | | |
| - If yes provide details | | |
| 2. Safe Work Practices and Procedures | | |
| - Are safe operating procedures or specific safety instructions relevant to its operations available? | | |
| - If yes provide a summary listing of procedures or instructions | | |
| - Is there a register of injury document? | | |
| - If yes provide a copy | | |
| - Are Risk Assessments conducted and appropriate techniques used? | | |
| - If yes provide details | | |
| 3. OH&S Training | | |
| Describe briefly how health and safety training is conducted in your company: | | |
| - Is a record maintained of all training and induction programs undertaken | | |

| | | |
|--|--|--|
| for employees in your company? - If yes provide examples of safety training records | | |
| 4. Health and Safety Workplace Inspection | | |
| - Are regular health and safety inspections at worksites undertaken? -If yes provide details | | |
| - Is there a procedure by which employees can report hazards at workplaces? - If yes provide details | | |
| 5. Health and Safety Consultation | | |
| - Is there a workplace health and safety committee? | | |
| - Are employees involved in decision making over OH&S matters? - If yes provide details | | |
| - Are there employee elected health and safety representatives? - Comments | | |
| 6. OH&S Performance Monitoring | | |
| - Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details | | |
| - Are employees regularly provided with information on company health and safety performance? - If yes provide details | | |
| Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing | | |
| - Has the company ever been convicted of an occupational health and safety offence? - If yes provide details | | |

Safety Performance Report

Monthly OIR for previous months

| Previous Year | No of Disabling Injuries | Total Number of employees | DIFR per month |
|---------------|--------------------------|---------------------------|----------------|
| January | | | |
| February | | | |
| March | | | |
| April | | | |
| May | | | |
| June | | | |
| July | | | |
| August | | | |
| September | | | |
| October | | | |
| November | | | |
| December | | | |

DIFR = Number of Disabling injuries x 200000 divided by number of man hours worked for the period

Signed
(Tenderer)

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Transnet Freight Rail

Enquiry Number: ERAC-NPG-MM-017625 CIDB

Description Of The Works: Design, Manufacture, Supply, Install, Test And Commissioning Of Primary Circuit Breaker And All The Associated Cables At Vienna 3kv Dc Traction Substation Under The Control Of The Depot Engineer Nelspruit.

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Part C1: Agreement and Contract Data

C1.1 Form of Offer & Acceptance

Offer

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

Design, Manufacture, Supply, Install, Test And Commissioning Of Primary Circuit Breaker And All The Associated Cables At Vienna 3kv Dc Traction Substation Under The Control Of The Depot Engineer Nelspruit.

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

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

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

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

Signature(s) _____
 Name(s) _____
 Capacity _____
For the tenderer:

(Insert name and address of organisation)

Name &
signature of
witness:

Date:

Transnet Freight Rail

Enquiry Number: ERAC-NPG-MM-017625 CIDB

Description Of The Works: Design, Manufacture, Supply, Install, Test And Commissioning Of Primary Circuit Breaker And All The Associated Cables At Vienna 3kv Dc Traction Substation Under The Control Of The Depot Engineer Nelspruit.

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature

Name(s)

Capacity

for the
Employer

Transnet Freight Rail, A division of Transnet SOC Limited
Pavillion Building, Corner Botha & Rhodes Streets Witbank 1035

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Transnet Freight Rail

Enquiry Number: ERAC-NPG-MM-017625 CIDB

Description Of The Works: Design, Manufacture, Supply, Install, Test And Commissioning Of Primary Circuit Breaker And All The Associated Cables At Vienna 3kv Dc Traction Substation Under The Control Of The Depot Engineer Nelspruit.

Schedule of Deviations

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |

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

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

For the Tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

(Insert name and address of organisation)

On behalf
of

Name &
signature
of witness

Date

(Insert name and address of organisation)

Transnet Freight Rail, A division of Transnet
SOC Limited

C1.2 Contract Data

Data provided by the *Employer*

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

| Clause | Statement | Data |
|----------------|---|--|
| General | | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for main Option and secondary Options | <p>B: Priced contract with bill of quantities</p> <p>X7: Delay damages</p> <p>X16: Retention</p> |
| | of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) ² | |
| 10.1 | The <i>Employer</i> is Address Having elected its Contractual Address for the purposes of this contract as: | <p>Transnet SOC Ltd</p> <p>Registered address: Tender Advice Centre Inyanda House 1, Ground Floor 21 Wellington Road Parktown Johannesburg</p> <p>Transnet Freight Rail N4 Highveld Business Park 7 Corridor Crescent Witbank 1035</p> <p>013 658 2474</p> |
| | Tel No. | |
| | Fax No. | |
| 11.2(11) | The <i>works</i> are | Design, Manufacture, Supply, Install, Test And Commissioning Of Primary Circuit Breaker And All The Associated Cables At Vienna 3kv Dc Traction Substation Under The Control Of The Depot Engineer Nelspruit. |
| 11.2(13) | The Works Information is in | The document called 'Works Information' in Part 3 of this contract. |

¹ Available from Engineering Contract Strategies Tel 012 315 2059, Fax 012 3152134.

| | | |
|----------|---|---|
| 11.2(12) | The Site Information is in | The document called 'Site Information' in Part 4 of this contract. |
| 11.2(12) | The site is | Vienna |
| 30.1 | The starting date is |after official order |
| 11.2(2) | The completion date is | |
| 13.2 | The period for reply is | 2 weeks |
| 14.4 | The Employer's representative is (name) | Tebogo Selebalo |
| | Address | Infra Electrical, Andrew Street Nelspruit Depot |
| | Tel No. | 083 460 0679 |
| | Fax No. | |
| | The authority of the Employer's representative is | The Employer's representative is delegated to carry out all the actions of the Employer as stated in this contract with the exception of those required by clause 51.1, 81.1, 90, 91, 92 & 93 |
| 40 | The defects date is | 2 weeks after Completion. |
| 41.3 | The defect correction period is | 2 weeks. |
| 50.1 | The assessment day is on the | 13 th of each month. |
| 50.5 | The delay damages are | R100.00 per day. |
| 50.6 | The retention is | 10% |
| 51.1 | The currency of this contract is the | South African Rand. |
| 51.2 | The period within which payments are made is | Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received. |
| 51.4 | The interest rate on late payment is | The prime lending rate of the Standard Bank of South Africa. |
| 82.1 | The Employer provides this insurance | |
| | 1 Insurance against: | Loss of or damage to the works, Plant and Materials is as stated in the PCI insurance policy for Contract Works/ Public Liability. |
| | Cover / indemnity: | to the extent as stated in the PCI insurance policy for Contract Works / Public Liability |
| | The deductibles are: | as stated in the PCI insurance policy for Contract Works / Public Liability (Principal Controlled Insurance) |

2 Insurance against:

Loss of or damage to property (except the *works*, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising out of or in connection with the PCI performance of the Contract as stated in the insurance policy for Contract Works / Public Liability

Page 86

Cover / indemnity

Is to the extent as stated in the PCI insurance policy for Contract Works / Public Liability

The deductibles are

as stated in the PCI insurance policy for Contract Works / Public Liability

3 Insurance against:

Loss of or damage to Equipment (Temporary Works only) as stated in the PCI insurance policy for Contract Works and Public Liability

Cover / indemnity

Is to the extent as stated in the PCI insurance policy for Contract Works / Public Liability

The deductibles are

As stated in the PCI insurance policy for Contract Works / Public Liability

4 Insurance against:

Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon

Cover / indemnity

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

The deductibles are

As stated in the PCI insurance policy for Contract Works / Public Liability

82.1

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional insurances

1. Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected
2. Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.

3. Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any subcontractor
4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5,000,000
5. The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*

| | | |
|--|--|--|
| 93.1 | The <i>Adjudicator</i> is | Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> . |
| 93.2(2) | The <i>Adjudicator nominating body</i> is: | The Association of Arbitrators (Southern Africa) |
| 93.4 | The <i>tribunal</i> is: | Arbitration |
| If the tribunal is arbitration complete this data. | The <i>arbitration procedure</i> is | The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) |
| | The place where arbitration is to be held is | Johannesburg |
| | The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is | The Chairman of the Association of Arbitrators (Southern Africa) |

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

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

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

10.1 The *Contractor* is (Name):

Address

Tel No.

Fax No.

E-mail address

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

Transnet Freight Rail

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Description Of The Works: Design, Manufacture, Supply, Install, Test And Commissioning Of Primary Circuit Breaker And All The Associated Cables At Vienna 3kv Dc Traction Substation Under The Control Of The Depot Engineer Nelspruit.

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Part C2: Pricing Data

Transnet Freight Rail

Enquiry Number: ERAC-NPG-MM14-017625 CIDB

Description Of The Works: Design, Manufacture, Supply, Install, Test And Commissioning Of Primary Circuit Breaker And All The Associated Cables At Vienna 3kv Dc Traction Substation Under The Control Of The Depot Engineer Nelspruit.

| Document reference | Title | No of pages |
|--------------------|-------------------------------|-------------|
| C2.1 | Pricing instructions: | |
| C2.2 | The <i>bill of quantities</i> | |

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C2.1 Pricing instructions: Option B

1. The conditions of contract

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC) Option B states:

Identified and defined terms 11
11.2

- (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
- (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is sub-contracted or not excluding the cost of preparing quotations for compensation events.
- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
 - a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of

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disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

| Abbreviation | Unit |
|-----------------------|-----------------------|
| % | percent |
| h | hour |
| ha | hectare |
| kg | kilogram |
| kl | kilolitre |
| km | kilometre |
| km-pass | kilometre-pass |
| kPa | kilo Pascal |
| kW | kilo Watt |
| l | litre |
| m | metre |
| mm | millimetre |
| m ² | square metre |
| m ² -pass | square metre pass |
| m ³ | cubic metre |
| m ³ -km | cubic metre-kilometre |
| MN | mega Newton |
| MN.m | mega Newton-metre |
| No. | number |
| Prov sum ¹ | provisional sum |
| PC-sum | prime cost sum |
| R/only | Rate only |
| sum | Lump sum |

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

| | |
|-------|--------------|
| t | ton (1000kg) |
| W/day | Work day |
| Ea | Each |
| Set | Set |
| Day | Work day |

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purpose of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

C2.2 the *bill of quantities*

| Item No. | Description of Work | Unit | Qty | Unit Rate | Total Price |
|-------------------------------|--|------|-----|-----------|-------------|
| Vienna 3 kV Substation | | | | | |
| 1 | Dismantle and transport old equipment to Nelspruit Depot | ea | 1 | | |
| 2 | Supply and install 132 kV Primary Circuit Breaker (SF6) complete with all power and control cables to and fro the panels telecontrol | ea | 1 | | |
| 3 | Modify the support steel structure for the Primary Circuit Breaker if possible | ea | 1 | | |
| 4 | Supply and install flying busbars complete with clamps from the AC disconnects to primary breaker to the primary bushing of the main transformer | ea | 1 | | |
| 5 | Drawings and instruction manuals | ea | 1 | | |
| 6 | P's and G's | ea | 1 | | |
| 7 | Commissioning | ea | 1 | | |
| Subtotal = | | | | | R |
| VAT (14%) = | | | | | R |
| Gross Total = | | | | | R |

Transnet Freight Rail

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Description Of The Works: : Design, Manufacture, Supply, Install, Test And Commissioning Of Primary Circuit Breaker And All The Associated Cables At Vienna 3kv Dc Traction Substation Under The Control Of The Depot Engineer Nelspruit.

Part C3: Scope of Work

C3: Scope of Work

DESCRIPTION OF THE WORKS

PART A – PROJECT SPECIFICATIONS – GENERAL

| ITEM | DESCRIPTION |
|------|-------------|
|------|-------------|

- | | |
|----|---------------|
| 1. | Miscellaneous |
| 2. | Scope of Work |
| 3. | Occupations |
| 4. | Site meetings |
| 5. | Penalties |

PART B – PROJECT SPECIFICATIONS – TECHNICAL

- | | |
|-----|---|
| 1. | Scope of work |
| 2. | Work permit |
| 3. | Special conditions |
| 4. | Detail of work for the Installation of Trier wire |
| 5. | Detail of work for the Replacement of FCC's |
| 6. | Quality control |
| 7. | Safety |
| 8. | Handing over of workplaces |
| 9. | Provision of communication |
| 10. | Schedule of work and Prices |

PART A: PROJECT SPECIFICATIONS – GENERAL

1. MISCELLANEOUS

The standard specifications, which forms part of this contract, has been written to cover all phases of work normally required for Requirements for outdoor Alternating Current Circuit Breakers for Traction Distribution Substations

2. SCOPE OF WORK

The work involves the Design, Supply, Install, Test And Commission Primary Circuit Breaker (Sf6) And Associated Cables At Vienna 3kv Dc Substation

3. OCCUPATIONS

The occupation dates may be altered if so required on the sole discretion of the Project Manager / Project Managers Deputy.

No extra time will be worked except during emergency situations and if the Contractor exceeds the occupation time, penalties in terms of clause 5 hereof shall apply.

No work will be arranged on Public Holidays unless otherwise agreed.

The occupation time will be from during shut down 08:00 to 16:00, but may vary depending on Operating. The Length shall not be less than 08 hours, but the starting and ending time may vary.

4. SITE MEETINGS

The Contractor will attend all site meetings convened by the Project Manager / Project Managers Deputy. Such meetings will be for the purpose of discussing progress, delays, materials, Conditions, specifications, etc. The meeting will be held under the chairmanship of the Project Manager / Project Managers Deputy.

Delays if any, to the approved works program will be minuted or otherwise recorded as "Nil".

5. PENALTIES

Penalties for Exceeding Time

The condition of the track after completion of a day's work, within the allowed occupation time, will be so as to allow for the safe passage of trains until work for the following day will commence. If the occupation is exceeded without prior agreement with the Project Manager / Project Managers Deputy the Contractor will pay to Transnet penalties in terms of the conventional Penalties Act of 1962 (as amended) an amount of R500.00 per calendar day for each calendar day of which work remains uncompleted.

If a work permit is cancelled by the Contractor without required notice to Transnet a penalty of R2 000.00 will be paid.

PART B: PROJECT SPECIFICATIONS – TECHNICAL

1. SCOPE OF WORK

1.1 Nature of work

The works covers the:

- A) Installation, Testing And Commissioning Of Primary Circuit Breaker (SF6) And All Associated Cables In The Following Sections:
- Vienna 3kv Dc Substation.

1.2 Contract area

The contract area will be track owned or maintained by Transnet within the limits of **Vienna 3kv dc Substation**. The Project Manager may however require the Contractor to work outside the contract area.

1.3 Duration of contract

The duration period of the contract will be **(10) Days** commencing on the date as stated in the letter of acceptance.

2. WORK PERMIT

- 2.1 Work permits will be dependent on the availability of lines and Train Operations. Total Shut down.

- 2.2 If a work permit is canceled without the required notice labor will be Utilized to do maintenance work in the same area at a day tariff.

3. SPECIAL CONDITIONS

- 3.1 Dismantle and transport old equipment to the Nelspruit Depot with a representative from both Transnet and the Contractor present. Records shall be kept of all the retrieved material and a signature confirming the receipt of the material to be obtained from the Project Manager / Project Managers Deputy or their representative.

The attached "Material Return Form" shall be filled in and returned daily along with the materials returned.

Complies/Does not comply

- 3.2 **The Contractor** shall supply all the materials needed for the installation of the primary breaker

Complies/Does not comply

- 3.3 Supply and install 132 kV Primary Circuit Breaker (SF6) complete with all power and control cables to and fro the panels telecontrol

Complies/Does not comply

- 3.4 Modify the support steel structure for the Primary Circuit Breaker if possible occupations.

Complies/Does not comply

- 3.5 Supply and install flying busbars complete with clamps from the AC disconnects to primary breaker to the primary bushing of the main transformer

Complies/Does not comply

- 3.6 Drawings and instruction manuals

Complies/Does not comply

- 3.7 All work shall be carried out in a neat and orderly manner to the satisfaction of the Project Manager / Project Managers Deputy. The appointed Electrical Officer (Contracts), Infra Nelspruit, will be responsible for the safety on site and will be responsible for the switching operations for occupations.

Complies/Does not comply

- 3.5 All electrical installations to be done in accordance with Spoornet's High Voltage Safety Regulations. Refer to the E7/1 Specification.

Complies/Does not comply

- 3.6 The tendered price for the above works must include the cost of Equipment to be installed, plant and labor necessary for the proper execution of all works' in every aspect.

Complies/Does not comply

any of the equipment required to perform the works is not available on site or is not used as per Spoornet specifications, the work will not be approved

- 3.7 The contractor shall supply a Site diary and Site Instruction book in triplicate. These books shall remain on site at all times.

Complies/Does not comply

- 3.8 A list of all the personnel, their grade and all the equipment to be used by the contractor shall be supplied to the Project Manager / Project Managers Deputy at the pre-start meeting.

Complies/Does not comply

4. DETAIL OF WORK FOR THE INSTALLATION OF PRIMARY CIRCUIT BREAKER

- 4.1 The contractor shall fully comply with all clauses and sub clauses in the document BBB1267 Version 10, Transnet Freight Rail Document (Technology Management Specification)

5. QUALITY CONTROL

A Spoornet representative will mark and measure the workload in advance. The Project Manager / Project Managers Deputy will be responsible for the measurement of work to be done and completed.

Work not conforming to the standard specification will be rejected and reported in the site inspection book. Repair of this work will be for the account of the Contractor. He will indicate in the site instruction book when these works will be repaired in order for the necessary occupations to be arranged by the Project Manager / Project Managers Deputy. In the event of the Contractor being delayed while doing repair work to substandard work, no claim for standing time will be accepted.

6. SAFETY

The Contractor shall ensure that a competent supervisor oversees the safe running and completion of the works and related activities.

Complies/Does not comply

The Contractor shall be responsible in adhering to the safety clauses of ACT 85 of 1993 as applicable on the type of work being performed.

The Contractor shall issue all its workers with the necessary protective clothing applicable to the type of work being performed.

Complies/Does not comply

7. HANDING OVER OF WORKPLACES

Handing over work places will be done as soon as the work has been satisfactorily completed.

Handing over inspections will be convened on an ad-hoc basis as agreed by the Project Manager / Project Managers Deputy and the Contractor.

The hand over certificate that is included in this document will be completed by the Contractor and certified by the Project Manager / Project Managers Deputy as correct and sent together with the relevant pages of the site diary to the office of Depot Engineer for payment.

It is the duty of the Contractor to send a copy of the hand over certificate, which has been certified as correct by the Project Manager / Project Managers Deputy together with the relevant pages of the site diary, to the office of the Depot Engineer for the payment to be made.

8. PROVISION OF COMMUNICATION

The Contractor will ensure that the supervisor on site has a cell-phone for communication purposes.

Site Information

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

The works shall be performed at various **Vienna 3kV DC substations**.

Technical Capacity and Resources

Artisan / Electrician / Technician or Engineer from Electrical discipline

Qualified Crain truck operator

Qualified Crane truck driver

Safety officer

Supervisor

First Aider

C green certificate

N6 / National Diploma or Degree (Electrical Engineering)

ECSA registration

Crane truck

Ladder and safety harnesses

Generator

Tool box

Trench digging tools

First aid Certificate

Delivery Period

Letter of commitment from the suppliers for the provision of primary circuit breaker.

Contractor shall state the start and the end date in a form of a Ghant chart

CLAUSE BY CLAUSE COMPLIANCE WITH SPECIFICATION BBB1267 VERSION 10

Scope

1.1 complies / does not comply

1.2 complies / does not comply

2. Standard, Publication and Drawings

2.1 complies / does not comply

2.2 complies / does not comply

2.2.1 complies / does not comply

2.2.2 complies / does not comply

2.2.3 complies / does not comply

2.2.4 complies / does not comply

3. Tendering Procedures

3.1 complies / does not comply

3.2 complies / does not comply

3.3 complies / does not comply

3.4 complies / does not comply

3.5 complies / does not comply

3.6 complies / does not comply

4. Appendices

4.1 complies / does not comply

4.2 complies / does not comply

5. Service Conditions

5.1 complies / does not comply

5.1.1 complies / does not comply

5.2 complies / does not comply

5.2.1 complies / does not comply

5.2.2 complies / does not comply

6.0 Requirements for Alternating Current Circuit Breakers

- 6.1 complies / does not comply
- 6.2 complies / does not comply
- 6.3 complies / does not comply
- 6.4 complies / does not comply
- 6.5 complies / does not comply
- 6.6 complies / does not comply
- 6.7 complies / does not comply
- 6.8 complies / does not comply
- 6.9 complies / does not comply
- 6.10 complies / does not comply
- 6.11 complies / does not comply
- 6.12 complies / does not comply
- 6.13 complies / does not comply
- 6.14 complies / does not comply
- 6.15 complies / does not comply
- 6.16 complies / does not comply
- 6.17 complies / does not comply
- 6.18 complies / does not comply
- 6.19 complies / does not comply
- 6.20 complies / does not comply
- 6.20.1 complies / does not comply
- 6.21 complies / does not comply
- 6.22 complies / does not comply
- 6.23 complies / does not comply
- 6.23.1 complies / does not comply
- 6.24 complies / does not comply
- 6.25 complies / does not comply

6.25.1 Complies / does not comply

6.26 complies / does not comply

6.27 complies / does not comply

6.28 complies / does not comply

6.29 complies / does not comply

6.30 complies / does not comply

6.31 complies / does not comply

6.32 complies / does not comply

6.33 complies / does not comply

6.34 complies / does not comply

6.34.1 complies / does not comply

6.34.2 complies / does not comply

6.32.3 complies / does not comply

6.35 complies / does not comply

6.35.1 complies / does not comply

6.35.2 complies / does not comply

6.35.3 complies / does not comply

6.35.4 complies / does not comply

6.35.5 complies / does not comply

6.35.6 complies / does not comply

6.36 complies / does not comply

6.36.1 complies / does not comply

6.36.1.1 complies / does not comply

6.36.1.2 complies / does not comply

6.36.2 complies / does not comply

6.36.2.1 complies / does not comply

6.36.2.2 complies / does not comply

6.36.2.3 complies / does not comply

6.36.3 complies / does not comply

6.36.3.1 complies / does not comply

6.36.3.2 complies / does not comply

6.37 complies / does not comply

6.37.1 complies / does not comply

6.37.2 complies / does not comply

7. Special tools, servicing aids and manuals and spares lists

7.1 complies / does not comply

7.2 complies / does not comply

8. Training

8.1 complies / does not comply

9. Test Certificate

9.1 complies / does not comply

10. Guarantee and Defects

10.1 complies / does not comply

10.2 complies / does not comply

10.3 complies / does not comply

11. Inspection

11.1 complies / does not comply

11.2 complies / does not comply

12. Packaging and Transport

12.1 complies / does not comply

12.2 complies / does not comply

13. Bibliography

13.1 complies / does not comply