



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

TESTING AND COMMISSION OF 3kV DC TRACTION AND 11KV DISTRIBUTION SUBSTATIONS ON ROUTINE AND AS AND WHEN REQUIRED BASIS UNDER THE CONTROL OF THE DEPOT ENGINEER, WITBANK

Enquiry Number

RFQ No. ERAC-WGO-MM03-017378 CIDB

Start Date

To Be Advised

Completion Date

To Be Advised

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Document reference	Title: Testing And Commission Of 3kv Dc Traction And 11kv Distribution Substations On Routine And As And When Required Basis Under The Control Of The Depot Engineer, Witbank	No of pages
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<p>THE CONTRACT</p> <p>Part C1 Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data (Part 1 & 2)</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Price list</p> <p>Part C3 Scope of Work</p> <p>C3. Works Information</p> <p>Part C4 Site information</p> <p>C4.1 Site Information</p>		

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Part T1: Tendering Procedures

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Transnet SOC Ltd invites tenders for **Testing And Commission Of 3kv Dc Traction And 11kv Distribution Substations On Routine And As And When Required Basis Under The Control Of The Depot Engineer, Witbank**

Tenders should have a CIDB contractor grading designation of 2EP.

Preferences are offered to tenderers who are in possession of a valid SANS 10400 or IRBA 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 a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 1SQ 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 2001**

Documents may be collected during working hours after 08h00 from Friday, **15 May 2015** until **Wednesday, 20 May 2015** before 15h00.

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

Mr Matete Madisha
Tel No. 013 656 4254
Fax No. 013 656 4259
Email matete.madisha@transnet.net

A **compulsory clarification meeting/site visit** with representatives of the Employer will take place at on **Thursday, 21 May 2015, at Transnet - Infra Electrical Boardroom, 28 Plein Street, Middleburg Depot starting at 09h00 and thereafter proceed to the entire substations for physical site briefing.**

For directions please contact : Mushe Mudau on cell No. 084 092 8476

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 **10:00 hrs on 28 May 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 TIP-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-WGO-MM003-017378 CIDB
Fax No. 0867666815	Tender No.:	ERAC-WGO-MM003-017378
Attention: Matete Madisha	Closing Date:	30 April 2015

TESTING AND COMMISSION OF 3kV DC TRACTION AND 11KV DISTRIBUTION SUBSTATIONS ON ROUTINE AND AS AND WHEN REQUIRED BASIS UNDER THE CONTROL OF THE DEPOT ENGINEER, WITBANK.

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

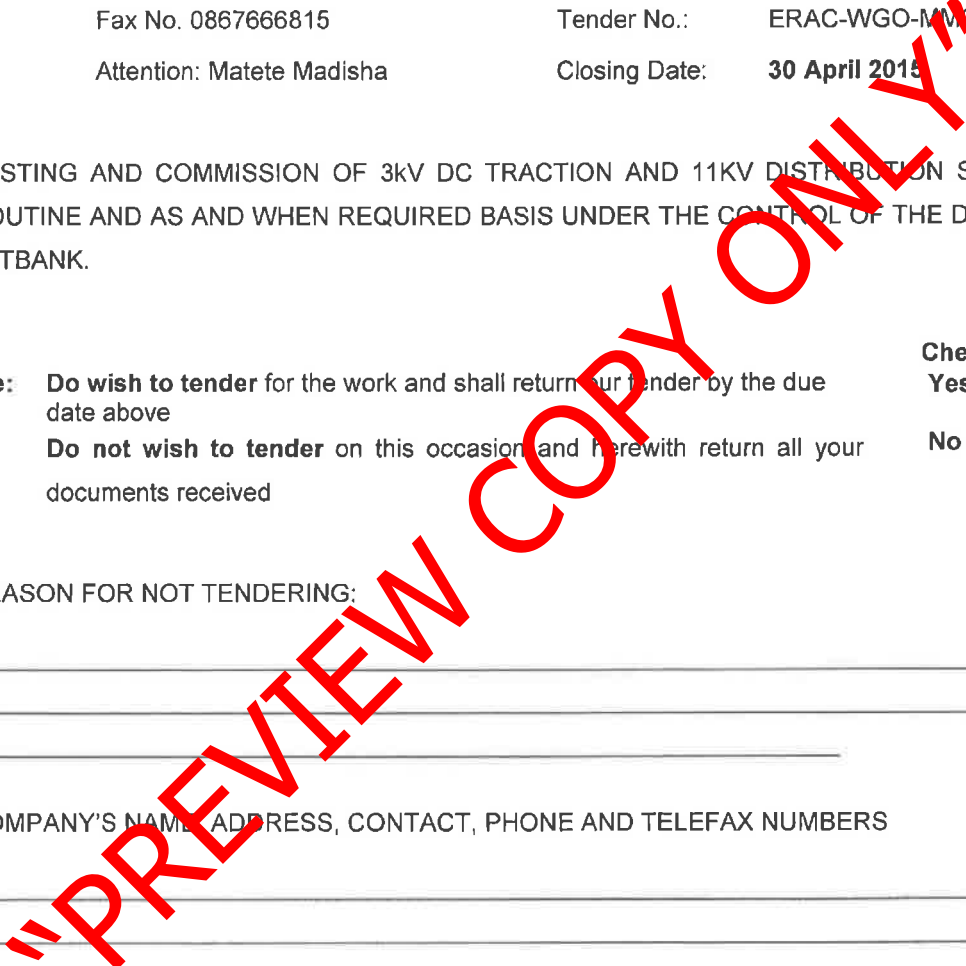
Do not wish to tender on this occasion and herewith return all your documents received **No**

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 C1.1 Form of offer and acceptance C1.2 Contract data (part 2) C2.2 Schedule of Prices Part C: The contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (part 1 & 2) Part C2: Pricing data C2.1 Pricing instructions C2.2 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: Name: Nhlanhla Vilakazi Address: Room 19-21 Pavillion Building, Corner Botha and Rhodes Streets, Witbank 1035 Tel No. 013 656 4296 Fax No. 013 656 4250 E-mail: Yvonne.scannell@transnet.net
F1.6	The competitive negotiation procedure may be applied.

TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: ERAC-WGO-MM03-017378 CIDB

DESCRIPTION OF THE WORKS: TESTING AND COMMISSION OF 3KV DC TRACTION AND 11KV DISTRIBUTION SUBSTATIONS ON ROUTINE AND AS AND WHEN REQUIRED BASIS UNDER THE CONTROL OF THE DEPOT ENGINEER, WITBANK

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 **2EP 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 **2EP 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 **2EP 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**.

F.2.13.3 Parts of each tender offer communicated on paper shall be as **an original, plus 1 (one) copy**.

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

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:

- a) Name of Tenderer (Insert Company name).
- b) Contact person and details (insert details).
- c) The Tender number (insert)
- d) Description of the work (Insert)
- e) 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 valid letter of good standing with the Compensation Commissioner issued by the Department of Labour.
4. 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, Inyanfa 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 weightings 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 points 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/Plant and Equipment		60%
Health/Risk and Safety		40%
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:

- T2.2-2 Work Programme and method statement
- 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 : 60

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

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 submits a letter of intent from an insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document.~~
- c) The Tenderer is registered with the Construction Industry Development Board in an appropriate tender grading designation
- d) 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;
- e) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect;
 - iii) appear on Transnet list for restricted tenderers.
- 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, 2003 issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

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

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	Completeness of response and mandatory returnable documents: Whether the bid has been lodge on time, <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", i.e. • Verify the validity of all returnable documents.
Substantive responsiveness	Prequalification criteria, if any, must be met, i.e. <ul style="list-style-type: none"> • Whether the Bid materially complies with the scope and/or specification given.

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	<ul style="list-style-type: none"> • A fully completed clause by clause statement of compliance to the Works Information, technical specifications and general specifications. • Whether the bid contains a completed & signed priced offer including the schedule of prices. • A valid letter of Good Standing with the Compensation Commissioner issued by the Department of Labour. • An active CIDB grading certificate of 2EP
<p>Functionality Threshold</p>	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations. Tenderers are to note that functionality is included as a 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
<p>Final weighted evaluation based on 80/20 preference point system</p>	<ul style="list-style-type: none"> • Pricing and price basis [min] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A.

2 Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 80 points]:

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

$$PS = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ OR}$$

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 rendered 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:**
- The respondents tendering for this project must make sure that the following points are covered when compiling their risk assessment and safety plan relevant to the scope of works.

Part A: Health, Risk and safety Plan

SHE Management Structure

- Assignment of duties.

SHE Organisation

- Health and safety committee
- Frequency of meetings
- Minutes of meetings

Education and Training

- Induction training (Construction Regulation 7(9)) Safety talk
- Site Specific Training.
- Certificate of competence.

Health and Safety Communications

- Safety/Toolbox talks.
- Incident Recall.

Risk Assessment/Incident management

- Risk identification, Analysis, mitigating steps, Monitoring steps and review plan
- Risk assessment (Construction Regulation 7)
- Competent person with HIRA certificate.

Project Security

- Security risks identified
- Access control

Emergency Planning / Evacuation Plan

- Site procedure

Safe Working Procedures and Methods

- Method statement
- Risk assessment
- a plan on how risk assessment plan will be conducted
- procedures and methods to address the identified risks
- Safe Operating Procedures.
- Task observations
- Substance abuse testing

Fall Protection plan

- Documented fall protection plan
- Rescue plan
- Training/Certification
- Fall arrest and protection plan.

Personal Protective Equipment and Clothing

- PPE required after all other controls have been considered.
- PPE proof of issue

4.10 Part B: Technical capacity and resources including plan and equipment of the executing of the work:

Minimum requirements:

- 1 Availability of transport to site:
 - a Transportation for employee's: any mode of transport that is safe for transporting employees.
- 2 Skilled and un-skilled labour:
- 3 Availability of Tools/material

4.11 COMPLIANCE & COMPREHENSION

I confirm that I have been instructed on the method of work, the hazards and risk involved and the necessary control measures. I will carry out the work in accordance with the procedures described in the method statement and adhere to the Rules of Safety

4.12 PRACTICAL EXPERIENCE

Refer to returnable schedules, i.e. "Tenderers Experience" to be completed. At least five relevant references will be an advantaged.

4.13 DURATION:

Approximate duration of contract: Approximate 5 working days from date of award.

4.14 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.	
A valid letter of Good standing with the Compensation Commissioner issued by Department of Labour		
An active CIDB grading certificate of 2EP.		

- 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	
- 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	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- 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	

Essential Returnable Documents	Submitted [Yes or No]
Quality assurance / control plan	
Environmental Management plan	
Proposed organisation and staffing	
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	
Part T2.2: Returnable schedules:	
Changes to tender documents	
Availability of equipment and other resources	
Certificate of attendance at tender clarification meeting	
Record of agenda 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	
Mutual Non-disclosure agreement	
RFP declaration form	
Method statement	
RFP – Breach of law	
Supplier declaration form	
Part C3.1:: Contract Data : General Conditions of Contract (NEC3 ECSC3), 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 aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

- F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- F.3.10 Clarification of a tender offer**
Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
- F.3.11 Evaluation of tender offers**
- F.3.11.1 General**
Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.
- F.3.11.2 Method 1: Financial offer**
In the case of a financial offer:
- a) Rank tender offers from the most favourable to the least favourable comparative offer.
 - b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
 - c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.
- F.3.11.3 Methods 2: Financial offer and preference**
In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:
$$TEV = NFO + NP$$
where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:
$$TEV = NFO + NQ$$
where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

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

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

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

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

$$TEV = NFO + NP + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer.
W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

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

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

F.3.11.8 Scoring preferences

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

tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

"PREVIEW COPY ONLY"

Part T2: Returnable Documents

"PREVIEW COPY ONLY"

T2.1 List of Returnable Documents

1. Returnable Schedules

- T2.2-1 Changes to tender documents
- T2.2-2 Risk Elements
- T2.2-3 Availability of equipment and other resources
- T2.2-4 *Contractor's Works Information*
- T2.2-5 Authority to submit tender
- T2.2-6 Certificate of attendance at tender clarification meeting
- T2.2-7 Record of addenda to tender documents
- T2.2-8 Compulsory Enterprise Questionnaire
- T2.2-9 Environmental Management Plan
- T2.2-10 Health, Risk assessment and Safety Plan
- T2.2-11 Capacity and ability to meet delivery schedule
- T2.2-12 Previous experience
- T2.2-13 Broad-Based Black Economic Empowerment (BBBEE)
- T2.2-14 Supplier Code of Conduct
- T2.2-15 Unilateral Non-Disclosure Agreement
- T2.2-16 Mutual Non-Disclosure Agreement
- T2.2-17 RFP Declaration Form
- T2.2-18 Method Statement
- T2.2-19 Evaluation Schedule: Approach Paper
- T2.2-20 Clause by clause statement of compliance to the various specifications

This schedule is required for payment purposes only:

- T2.2-21 Supplier Declaration Form
- 2. C1.1 Offer portion of Form of Offer & Acceptance**
- 3. C1.2 Contract Data Part 2: Data by Contractor**
- 4. C2.2 Schedule of Prices**

T2.2-1: Changes to Tender Document

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

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

The Conditions of Tender state that the tenderer may:

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

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

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-3: Risk Elements

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.

Signed _____	Date _____
Name _____	Position _____
Tenderer _____	

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

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

Number of Equipment	Equipment Type – Description	Hourly Rate

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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:

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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

T2.2-8: Schedule of Proposed Subcontractors

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

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

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

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

Insurance against (See clause 82.1 of the ECSC)	Name of Insurance Company	Cover	Premium
Loss of or damage to the <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 _____

T2.2-13: Contractor’s Works Information – ECSC²

Note to tenderers: Tenderers are required to provide information to make up the Contractor’s works information in accordance with the following:

[Lined area for providing Contractor's Works Information]

(Contract Administrator to insert requirements)

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, _____, chairman 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 work / 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.

Signature _____ 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	Services	Both		
Area Of Delivery	National	Provincial	Local		
Is Your Company A Public Or Private Entity	Public	Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes	No			
Main Product Or Service Supplied (E.G. Stationery/Consulting)					
BEE Ownership Details					
% Black Ownership	% Black women ownership	% Disabled person/s ownership			
Does your company have a BEE certificate	Yes	No			
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ	Permanent	Part time			
Transnet Contact Person					
Contact number					
Transnet operating division					

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

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

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T2.2-17: Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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 _____

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T2.2-20: Quality Plan

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

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

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Attached submissions to this schedule:

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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

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

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 process.
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>
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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 _____

T2.2-25: Previous Experience

Note to tenderers:

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

Index of documentation attached to this schedule:

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

3.2. Routine tests: The Contractor shall test all electrical protection equipment at all existing Signal and Distribution Supply, Traction Sub- and Tie Stations as follows:

3.2.1 Current transformers: Magnetisation curve to be tested at a minimum of two points at knee-point voltage as depicted on previous routine or commissioning test reports. If not according to commissioning values a full magnetisation curve must be done. If not within tolerances a ratio test must be performed to prove the integrity of the current transformer.

3.2.2 Protection relays: Current Injection Tests at 200 and 600/800 percent indicated on relevant test sheets of secondary rated current noting tripping times and indications. Where Distribution Ring-feed systems are protected by Pilot Wire protection the SOLKOR /TRANSLAY relays must be tested by secondary injection to trip at the percentage values in the local and remote substations with a stability test by primary injection on one phase to earth or to a second phase, noting the milliamp current flow in the pilot wires.

3.2.3 AC / DC Earth and Frame Leakage systems: Insulation values to earth and between separate systems/zones by suitable earth and insulation meggers. Tripping current values by Primary injection for relevant zone/systems to be noted to give required tripping, indications and lockout. Systems shall be tested for possible parallel paths as well.

3.2.4 Transformer protection: Buchholtz relays to be tested by air injection/test trip noting trip level to give lockout and indication. Oil and Winding Temperature Gauges to be tested by dial indication to give trip, indication and lockout as applicable. Where required a calibration test is to be done by heat simulation. Pressure Relief Devices tested by test trip noting trip, lockout and indication.

3.2.5 Indicating meters: By secondary injection of Current and Voltage applicable at full scale deflection. By exception, in DC traction substations the 4 kV DC indicating voltmeters must be tested by primary HV DC injection.

3.2.6 Insulation levels: Pressure test not required.

3.2.7 Main and auxiliary supply fuses: Phase/AC fail relays to be tested and Battery undervoltage relay to be calibrated to trip and lockout all circuit breakers.

3.2.8 3 kV Undervoltage Protection: To be calibrated by HV DC primary injection.

3.2.9 Rectifier Protection: Over-temperature, diode indication and attenuation circuit protection to be verified by simulation tests.

3.2.10 Wave filter equipment: To be measured and calibrated

3.2.11 Primary Circuit Breaker: To be tested strictly according to relevant routine sheet regarding speed and contact resistance.

3.3 The Contractor shall supply latest copy of calibration certificate of testing equipment.

3.4 The Contractor shall do testing for minor repair work and re-testing where faulty equipment is identified during the above testing period. (Transnet will supply all material required for these repairs).

3.5 The Contractor shall do commissioning tests as and when required at any Distribution Substation and Traction Sub- **Forfar to Machadodorp and Derwent to Rossenekal** for the next **12 months** when major repair/replacement work is conducted (Transnet will supply all material required for these repairs) as well as Routine Testing where required.

3.6 The Contractor shall complete the test sheet as applicable and defects report as applicable for Routine Testing and Commissioning.

3.7 The technician/electrician who will assist during the contract as based in the relevant maintenance depot from where he will depart and accompany the contractor every morning.

3.8 A technician/electrician from Transnet will provide access to the substations and will and issue applicable work/test permits to isolate and earth all equipment before handing it over for testing purposes. The contractor shall confirm the isolation and earthing applied as well as the work limits. No work shall be done in any substation without the presence of a Transnet representative.

3.9 The Contractor shall supply the Project Manager with test sheets and defects report per substation tested.

3.10 Transnet shall provide security where necessary for the duration of the contract.

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 train 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 R 500.00 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.

6. 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 recorded 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.

7. 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

8. 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.

9. PROVISION OF COMMUNICATION

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

10. TRANSNET SPECIFICATIONS

- | | | |
|------------------|--|-----------------------------------|
| 1. BBB0342 VER 2 | Alternatively | BBF 8999 VER 2 and BBF 9000 VER 2 |
| 2. BBB0343 VER 2 | Alternatively | BBF 9001 VER 2 and BBF 9295 VER 2 |
| 3. BBB0345 VER 2 | Alternatively | BBF 9296 VER 2 |
| 4. BBB0346 VER 2 | Alternatively | BBF 9296 VER 2 and BBF 9297 VER 2 |
| 5. BBB0347 VER 2 | | |
| 6. BBB0348 VER 2 | | |
| 7. BBC9921 VER | In accordance with Engineering Instruction G.018 | |

11. MINIMUM CONTENTS FOR SHEQ PLAN AND PLANTS , LABOUR AND EQUIPMENTS

Occupational Health and Safety Act No. 85 of 1993

The contractors tendering for this project shall take note of the following when compiling Safety, health and environmental plan. Specification for works on, over, under or adjacent to railway lines and near high voltage equipment. (E7/1 July 1998) and shall have part A and B of Health and safety Plan as outlined below.

Part A: Health, safety and environmental Plan

11.1 SHE Management Structure

- 11.1.1 Construction Work Supervisor (Construction Regulation 6)
- 11.1.2 Subordinate Construction Work Supervisor (Construction Regulation 6)
- 11.1.3 Construction Safety Officer (Construction Regulation 6(7)).
- 11.1.4 List of Contractors already appointed - List to be revised at least monthly.
- 11.1.5. Health and Safety Representative (Section 17 of OHS Act).

11.2 SHE Organisation

11.2.1 Health and Safety Committee.

11.2.2 Composition.

11.2.3 Frequency of Meetings.

11.2.4 Minutes of meeting.

11.2.5 Legal Compliance Audits.

11.2.6 Audit Report.

11.2.7 Frequency of Audits.

11.2.8 Findings and Analysis.

11.2.9 Corrective Action.

11.2.3. Risk Assessment/Management

11.3.1. Task descriptions.

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

11.3.3. Risk Assessment (Construction Regulation 7)

11.2.4. Education and Training

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

11.4.2. Site Specific Training.

11.4.3. Certificate of Competence.

11.2.5. Emergency Planning – Evacuation plan

11.5.1. Client procedure.

11.5.2. Site Procedure.

11.2.6. Health and Safety Communications

11.6.1 Safety/Tool box talks

11.6.2 Incident Recall.

11.6.3 Near miss reports

11.2.7. Safe Working Procedures and Methods

11.7.1 Method Statements.

11.7.2 Safe Operating Procedures.

11.7.3 Task/Job observations.

11.2.8. Personal Protective Equipment and Clothing

11.8.1 PPE required after all other controls have been considered.

11.8.2 PPE proof of issue.

11.2.9. Project security

11.9.1 Security risks identified.

11.9.2 Access control.

Part B. 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)

5.2.10.1. Waste management.

5.2.10.2. Environmental Incident Management (Sect 28 NEMA and Sect 20 National Water Act).

11.2 Equipment/Plants' and Labour requirement for the purpose of this contract.

- Complete hand tools (spanners, screw drivers, etc.)
- Generator
- Vehicles to transport tools and personnel
- Number of skilled and unskilled labour
- Testing equipment's

11.3 Delivery period

- Not Applicable

11.4 Clause by clause compliance to specification

- Not Applicable

11.5 Personnel Qualification

At least qualified Electrician/Technician.

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C4: Site Information

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

- 1 The works shall be performed at Transnet's Signal and Distribution Supply Substations, 3kV DC Traction Sub- and Ties Stations under the control of the Depot Engineer Witbank.
- 2 Access limitations
 - All staff to be inducted before entering the site and access permits will be arranged with the client through TFR's Site Agent.
- 3 Ground conditions in areas affected by work in this contract
 - Not applicable.
- 4 Hidden and other services within the *site*
 - Not applicable.

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