

NEC3 Engineering and Construction Contract (ECC)

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*")

Contract Number	WRAC – 21103
Tender Number	KBY- 53915
Start Date	will be confirmed upon award
Completion Date	will be confirmed upon award

CONTRACT DOCUMENTS

Form of Offer and Acceptance

Contract Data

Part One – Data provided by the *Employer*

Part Two – Data provided by the *Contractor*

Conditions of Contract (3rd edition – available separately)

Pricing Data

Works Information

Site Information

Appendices

"PREVIEW COPY ONLY"



TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: WRAC/KBY/21029 (KBY/53915)

DESCRIPTION OF THE WORKS: REPLACE EXISTING CATENARY WIRE WITH TIGER WIRE BETWEEN DE AAR AND BEAUFORT WEST FOR A PERIOD OF THREE (3) MONTHS.

T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for Transnet Freight Rail, Real Estate Management, Kimberley

Replace existing catenary wire with tiger wire between De Aar and Beaufort West for a period of three (3) months.

Tenderers should have a CIDB contractor grading designation of 3EP or higher.

The physical address for collection of tender documents is Transnet Freight Rail, Supply Chain Services, Real Estate Management Building, Room 1, Austen Street, Beaconsfield, Kimberley.

Documents may be collected or email during working hours after 22 April 2016, Office Hours 07H30 – 16H00, until 6 May 2016 15H00. No RFQ documents will be issued after 6 May 2016, 15H00.

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

Mr/Ms Leonie Visagie
Tel No 053-838 3119
Fax No. 053-838 3007
Email Leonie.Visagie@transnet.co.za

A **compulsory clarification** meeting with representatives of the Employer will take place at Real Estate Management Building Boardroom, Austen Street, Beaconsfield, Kimberley on 9 May 2016 starting at 11H00 hrs.

The closing time for receipt of tenders is 10H00 hrs on 24 May 2016. In the tender box 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.



TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: WRAC/KBY/21029 (KBY/53915)

DESCRIPTION OF THE WORKS: REPLACE EXISTING CATENARY WIRE WITH TIGER WIRE BETWEEN DE AAR AND BEAUFORT WEST FOR A PERIOD OF THREE (3) MONTHS.

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

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail

Fax No. (053) 838 3007

Tender KBY/53915

No.:

Attention: Leonie Visagie

Closing 24 May 2016

Date:

For: [Replace existing catenary wire with tiger wire between De Aar and Beaufort West for a period of three (3) months.]

On the Transnet Freight Rail

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: _____

4

T1.2 Tender Data (Alternative Method 2)

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

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

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

Clause	Data
F.1.1 The Employer is	Transnet SOC Ltd (Reg No. 1290/000900/30)
F.1.2 The tender documents issued by the Employer comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data
Part T2 : Returnable documents	T2.1 List of Returnable Documents T2.2 Returnable Schedules
Part C: The Contract	
Part C1: 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 Bill of Quantities
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:	Contract Specialist
Name:	Christopher Williams
Address:	Real Estate Management Building , Austen Street, Beaconsfield, Kimberley
Tel No.	053 838 3477
Fax No.	011 774 9787
E – mail	Christopher.Williams@transnet.net

F.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Tender offers will only be considered if:
 - a) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms F.2.7 below
 - b) Qualifications required

CONTRACTOR PERSONNEL	COMPETENCY REQUIRED
Supervisors	Category A-brown
Erector	Category C- green and Working at heights
Technical worker	Electrical safety awareness
Flagmen	Electrical safety awareness

2. 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 3EP 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 3EP 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 3EP class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

3. Pre-Qualifying Quality (Functionality) Criteria

Only those tenderers who attain the minimum number of evaluation points for Quality (functionality) will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from further consideration

The pre-qualifying Quality (functionality) criteria and maximum score in respect of each of the criteria are as follows:

Pre-qualifying Quality criteria	Sub-criteria	Weight	Maximum number of points
Experience of Key Staff		60	60
Project Manager	30		
Supervisor	30		
Experience		40	40
Completed 4 (four) or more similar projects	40		
Completed less than 4 (four) similar projects	20		
No similar projects completed	0		
Maximum possible score for pre-qualifying Quality			100

Pre-qualifying Quality shall be scored by not less than three evaluators and averaged in accordance with the following schedules:

- T2.2.7 Management and CVs of Key Persons
- T2.2-25 Previous experience

The minimum number of evaluation points for quality is : 60%

The persons named in the Schedule of Key Persons of tenderers who satisfy the minimum quality criteria may be invited to an interview. Tenderers who attain a score of less than 60% of the points allocated to the interview will be declared ineligible to tender.

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, unless scored collectively. (See CIDB Inform Practice Note #9)

Note: Any tender not complying with all three of the above mentioned stipulations, numbered 1 to 3, will be regarded as non-responsive and will therefore not be considered for further evaluation

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be

issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 No alternative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be as an original

F.2.13.5 The Employer's details and address for delivery of tender offers and identification details that
F.2.15.1 are to be shown on each tender offer package are:

Location of tender box Office No2

Physical address: Transnet SOC Limited
Secretariat of the Acquisition Council, Admin
Support Office
Office No2
Real Estate Management Building
Austen Street, Beaconsfield
Kimberley
8300

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

- Name of Tenderer:
- Contact person and details:
- The Tender Number: KBY/53915
- The Tender Description: Replace existing catenary wire with tiger wire between De Aar and Beaufort West

Documents must be marked for the attention of: The Contract Specialist: Mr Christopher Williams

Prior arrangement on the submittal of large tender documents should be made with the Procurement Manager.

NO LATE TENDERS WILL BE ACCEPTED

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

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

F.2.16 The tender offer validity period is 12 weeks

F.2.22 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. a valid **original** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid certified SANAS accredited or IRBA approved B-BBEE verification certificate, and
3. Completed Supplier Declaration Form (Stamped and signed by the commissioner of oaths)
4. Letter of Good Standing

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

F.3.4	<p>The time and location for opening of the tender offers are: Time 10:15 on Tuesday, 10 May 2016 Location: Ground Floor, Boardroom, Real Estate Management Building , Austen Street, Beaconsfield, Kimberley</p>
F.3.11.3 F.3.11.7	<p>The procedure for the evaluation of responsive tenders is Method 2.</p> <p>The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is:</p> <p>90 where the financial value inclusive of VAT of one or more responsive tenders received have a value in excess of R 1,000 000</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>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.</p>
F.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> 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 contractor 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 does not 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	<p>The number of paper copies of the signed contract to be provided by the Employer is 1 (one).</p>

T2.1 List of Returnable Documents

1. These schedules are required for eligibility purposes:

T2.2-15 **Eligibility Criteria Schedule:** certification of attendance at a tender clarification meeting

2. These schedules will be utilised for the evaluation of Functionality Criteria

T2.2.7 Management and CV's of Key Persons

T2.2-25 Previous experience

3. Returnable Schedules

T2.2-3 Risk Elements

T2.2-4 Availability of equipment and other resource

T2.2.7 Management and CV's of Key Persons

T2.2-8 Schedule of proposed Subcontractors/consultants

T2.2-9 Insurance provided by the Contractor

T2.2-14 Authority to submit tender

T2.2-15 Certificate of attendance at tender clarification meeting

T2.2-16 Record of addenda to tender documents

T2.2-17 Compulsory Enterprise Questionnaire

T2.2-22 Health and Safety Plan

T2.2-24 Capacity and ability to meet delivery schedule

T2.2-25 Previous experience

T2.2-31 Supplier Integrity Pact

T2.2-34 Supplier Declaration Form

T2.2-36 RFP Declaration Form

T2.2-43 RFP – Breach of Law

T2.2-50 B-BBEE Preference Points Claim Form

T2.2-51 Certificate of Acquaintance with Tender Documents

4. **C1.1: Offer portion of Form of Offer & Acceptance**
5. **C1.2: Contract Data Part 2: Data by *Contractor***
6. **C2.2: Bill of Quantities**
7. **C3 .1: Works Information**
8. **C4.1: Site Information**

"PREVIEW COPY ONLY"

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. Amongst others, he needs to provide detailed schedules of the following:

- [illegible]

[illegible]

Tenderer

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

Please describe the management arrangements for the *works*.

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

1. An organisation chart showing on site and off-site management (including the key people you have identified in the Contract Data Part two and 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 Contract. Even if chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

Signed

Date

Name

Position

Tenderer

¹NEC3 Engineering & Construction Contract (with amendments June 2006 and April 2013)

T2.2-8: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following subcontractors / sub consultants 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/ Consultant	Nature and extent of work	Previous experience with Subcontractor/ Consultant.	B-BBEEE Level Certificates to be attached	Value of subcontracted work (excl. 15% Vat)	% Ownership Black Ownership
1.						
2.						
3.						
4.						
5.						
6.						

Signed

Date

Name

Position

Tenderer

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

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) 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 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Loss of or damage to the <i>works</i> , Plant and Materials			
Loss of or damage to Equipment			
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract.			
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
(Other)			

Signed

Date

Name

Position

Tenderer

T2.2-14: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

"PREVIEW COPY ONLY"

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

_____.

Signed

Date

Name

Position

Sole Proprietor

"PREVIEW COPY ONLY"

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

This is to certify that

(Tenderer)

of

(address)

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

Held at:	Real Estate Manager's boardroom, Kimberley (Beaconsfield)	
On (date)	9 May 2016	Starting time: 11:00

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

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

Particulars of person(s) attending the meeting:

Name	Signature
Capacity	
Name	Signature
Capacity	

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

Name	Signature
Capacity	Date & time

"PREVIEW COPY ONLY"

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

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

T2.2-17: Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed _____ Date _____
Name _____ Position _____
Enterprise name _____

T2.2-22: Health and Safety Plan

Submit the following documents as a minimum with your tender:

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

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signed

Date

Name

Position

Tenderer

"PREVIEW COPY ONLY"

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:

.....

.....

.....

.....

.....

.....

.....

Signature

Date

Name

Position

Tenderer

T2.2-31 : Supplier Code of Conduct

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

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

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

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

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

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

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

- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.

3a

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

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

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

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

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

Conflicts of Interest

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

1. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents:
2. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
3. Furthermore, we declare that a family business and/or social relationship **exists/ does not exist** [delete as applicable] between an owner/member/director/partner/shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this bid.
4. In addition, we declare that an owner/member/director/partner/shareholder of our entity **is/is not** [delete as applicable] an employee or board member of the Transnet Group.
5. Transnet employees awarding business to entities in which their family members or business associates have an interest.
6. Transnet employees having a financial interest in a bidding entity.
7. If such a relationship as indicated in paragraph 3 and/or 4 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/S SHAREHOLDER:	ADDRESS
---	---------

Indicate the nature of relationship with Transnet:

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

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

- 8. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relation with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
- 9. We accept that any dispute pertaining to this Bid will be resolved through Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
- 10. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

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

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

Signed this on day _____ at _____

Signature

Supplier Declaration Form

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

BEE Ownership Details			
% Black Ownership	% Black women ownership	% Disabled person/s ownership	
Does your company have a BEE certificate		Yes	No
What is your Broad based BEE status (Level 1 to 9 / Unknown)			
How many personnel does the firm employ		Permanent	Part time

Transnet Contact Person			
Contact number			
Transnet operating division			

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

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

36

T2.2-36: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

31

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

SIGNED at _____ on this _____ day of _____ 20____

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

"PREVIEW COPY ONLY"

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM
(SBD 6.1)

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

1. INTRODUCTION

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Tenderer to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the Tender will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Tenderer, either before a Tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "~~all applicable taxes~~" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "~~B-BBEE~~" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "~~B-BBEE status of contributor~~" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Tender**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a Tender by Transnet;

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Tenderer obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another Tenderer.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Tender will be awarded to the Tenderer scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Tenders have scored equal points including equal preference points for B-BBEE, the successful Tender will be the one scoring the highest score for functionality.
- 3.6 Should two or more Tenders be equal in all respect, the award shall be decided by the drawing of lots.

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

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below: *[delete either column "Maximum 10" or "Maximum 20"]*

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]	Number of Points [Maximum 20]
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 4.2 Tenderers who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Tenderers who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a

Verification Agency accredited by SANAS.

- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Tenderers who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderer intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Tenderer qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Tenderers are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Tenderers in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 / 20 points]

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of company / Firm [TICK APPLICABLE BOX]
 - ☐ Partnership Joint Venture/Consortium
 - ☐ One person business/sole propriety
 - ☐ Close Corporations
 - ☐ Company (Pty) Ltd
- (v) Describe Principal Business Activities

.....

.....
- (vi) Company Classification [TICK APPLICABLE BOX]
 - ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional Service Provider
 - ☐ Other Service Providers e.g. Transporter, etc.
- (vii) Total number of years the company/firm has been in business.....

TENDER DECLARATION

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

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

WITNESSES:

- 1.
- 2.

SIGNATURE OF TENDERER

DATE:.....

COMPANY NAME:

ADDRESS:.....

T2.2-51: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this TENDER and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Tender.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any TENDER/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderder, whether or not affiliated with the Tenderder, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, facilities or experience; and
 - c) provides the same Services as the Tenderder and/or is in the same line of business as the Tenderder.
5. The Tenderder has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tenderding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or
 - f) Tenderding with the intention not winning the Tender.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderder, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderders that submit suspicious Tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for replacement of existing catenary wire with tiger wire between De Aar and Beaufort West

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

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

The offered total of the Prices exclusive of VAT is	R
(in words)	

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

Signature(s)

Name(s)

Capacity

For the
tenderer:

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Please read the relevant clauses in the conditions of contract before you enter data. The number of the principal clause is shown for each statement however other clauses may also use the same data.

Rows containing the statement and data for options in the core clauses and for the main & secondary option clauses, according to the options chosen, are identified by shading in the left-hand column.

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X7: Delay damages
		X16: Retention
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006) ¹	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/00090/06)
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Supply Chain Services Kimberley
	Tel No.	(053) 838 3477
	Fax No.	(011) 774 9787

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

10.1	The <i>Project Manager</i> is: (Name)	Zackaria Mokhobo
	Address	Transnet Freight Rail
	Tel	(053) 838 3368
	Fax	
	e-mail	Zackaria.Mokhobo@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Silindile Gcebe
	Address	Infra (Electrical Planning)
	Tel No.	(053) 838 3468
	Fax No.	
	e-mail	Silindile.Malinga@transnet.net
11.2(13)	The <i>works</i> are	Replace existing catenary wire with tiger wire between De Aar and Beaufort West
11.2(15)	The <i>boundaries of the site</i> are	Between De Aar and Beaufort West Area
11.2(19)	The <i>Works Information</i> is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	30 August 2016.
31.2	The <i>starting date</i> is.	01 June 2016
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	10th (tenth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.

8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	1. None														
84.2	<p>The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i>, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is</p>	<p>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</p>														
	<p>The minimum limit of indemnity for insurance in respect of 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 for any one event is</p>	<p>Whatever the <i>Contractor</i> deems desirable in addition to which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</p>														
84.2	<p>The insurance against loss of or damage to the <i>works</i>, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:</p> <p>Blanket Principal Controlled Insurance (BPCI), Principal Controlled Insurance (PCI), Principal Controlled Contractors Liability Insurance, Principal Controlled Insurance One-off; and Project Specific Insurance</p>	<table><tr><td>Select one</td><td></td></tr><tr><td>BPCI</td><td></td></tr><tr><td>PCI</td><td>X</td></tr><tr><td></td><td></td></tr><tr><td>PCI Liab only</td><td></td></tr><tr><td>PCI One Off</td><td></td></tr><tr><td>PSI</td><td></td></tr></table>	Select one		BPCI		PCI	X			PCI Liab only		PCI One Off		PSI	
Select one																
BPCI																
PCI	X															
PCI Liab only																
PCI One Off																
PSI																
84.1	<p>The <i>Employer</i> provides these insurances from the Insurance Table</p> <p>1 Insurance against:</p> <p>Cover / indemnity:</p> <p>The deductibles are:</p> <p>2 Insurance against:</p>	<p>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the selected Insurance policy for Contract Works/ Public Liability.</p> <p>to the extent as stated in the selected insurance policy for Contract Works / Public Liability</p> <p>as stated in the selected insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)</p> <p>Loss of or damage to property (except the <i>works</i>, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the selected insurance policy for Contract Works / Public Liability</p>														

	Cover / indemnity	Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the selected insurance policy for Contract Works / Public Liability
84.1	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the selected insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability
	Cover / indemnity:	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are:	The deductibles are in respect of each and every theft claim 0,1% of contract value subject to a minimum of R2,500 and a maximum of R25,000
84.1	The Contractor provides these additional insurances.	
	<ol style="list-style-type: none"> Where the contract requires that the design of any part of the works shall be provided by the Contractor he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site. Should the Employer have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the Contractor's policies of insurance as well as those of any subcontractor Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10,000,000 (to be determined by risk assessment of the potential risk exposure) 	

		<p>5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement</p> <p>6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000(to be determined by risk assessment of the potential risk exposure)</p> <p>7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor</p>
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with activity schedule	No additional data is required for this Option
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	<p>The <i>Adjudicator nominating body</i> is:</p> <p>If no <i>Adjudicator nominating body</i> is entered, it is:</p>	<p>The Chairman of the Association of Arbitrators (Southern Africa)</p> <p>the Association of Arbitrators (Southern Africa)</p>
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p>	<p>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</p> <p>Bloemfontein</p>

	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	
	The Chairman of the Association of Arbitrators (Southern Africa)	
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the works are	R200 per day
X16	Retention (not used with Option F)	
X16.1	The retention free amount is	N/A
	The retention percentage is	10%

"PREVIEW COPY ONLY"

C1.2 Contract Data

Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006) and the relevant parts of its Guidance Notes (ECC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The Contractor is (Name): Address Tel No. Fax No.	
11.2(8)	The direct fee percentage is _____ % The subcontracted fee percentage is _____ %	
11.2(18)	The working areas are the Site	
24.1	The Contractor's key persons are:	
	1 Name: _____ Job: _____ Responsibilities: _____ Qualifications: _____ Experience: _____	
	2 Name: _____ Job: _____ Responsibilities: _____ Qualifications: _____ Experience: _____	
	CV's (and further key persons data including CVs) are in T2.2-7	
11.2(3)	The completion date for the whole of the works is	30 August 2016
11.2(14)	The following matters will be included in the Risk Register	T2.2-3

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

31.1	The programme identified in the Contract Data is	To be supplied within 7 (seven) days
A	Priced contract with activity schedule	
11.2(20)	The activity schedule is in	C3
11.2(30)	The tendered total of the Prices is	(in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 56 of ECC3 and "SSCC" means Shorter Schedule of Cost Components starting on page 59 of ECC3.</i>
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components

"PREVIEW COPY ONLY"

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	2

"PREVIEW COPY ONLY"

C2.1 Pricing Instructions: Option B

1. The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (with amendments June 2006 and April 2013) (ECC) Option B states:

Identified and defined terms	11 11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each item's sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>
-------------------------------------	------------	---

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for

the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre-pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganeutron
MN.m	meganeutron-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC sum	prime cost sum
Rate only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

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

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

2.3. Departures from the *method of measurement*

2.3.1.

2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

2.4.1.

C2.2 the *bill of quantities*

Use this page as a summary page or as a cover page to the *bill of quantities*.

"PREVIEW COPY ONLY"

Item no	Description	Unit	Qty	Rate	Price
A	Replacement of copper catenary wire with tiger wire (ACSR) at De Aar to Beaufort West area				
1	Replace catenary wire with all associated small components (droppers, jumpers, clamps and etc.)	Sum	37k m		
2	Make new droppers as per drawing supplied (Dropper wire to be supplied by employer)	Sum	±129		
3	Removal of old catenary wire including transporting Copper to De Aar	Sum	37k m		
4	Clean and grease all suspension points	Sum	±529		
5	Security	Sum	1		
6	PS and G including traveling and accommodation)	Sum	1		
7					
9					
B	Total Price for A		R		
C	VAT (14% of B) =		R		
D	Gross Total (A AND B) =		R		

C3: Scope of Work

1. SCOPE

- 1.1. This specification covers the requirements for replacement of copper catenary wire with tiger wire and all associated small wiring, which are droppers and jumpers as per TFR specifications

2. SCOPE OF THE WORK

- 2.1. Replace copper catenary wire with tiger wire and all associated small wiring: droppers and jumpers as per TFR specifications.
- 2.2. Make new droppers. Drawings and dropper wire to be supplied by the Employer.
- 2.3. The Contractor shall transport new material from the Depot (Beaufort West or De Aar) to work site and old material from work site to the depot escorted by security.
- 2.4. If there is any work arising out of or incidental to the above or required. The Contractor shall consult with the project manager or the technical officer before doing any additional work.
- 2.5. The contract duration will be 3 month at most, and early completion will be much appreciated. The scheduled start date of the contract is 1st August, 2016 and the proposed end date is 30th October 2016.
- 2.6. The Contractor shall carry out remedial work on the OHTE where the standards of workmanship have not been achieved as required by TFR, 2 weeks after the official inspections and hand over of the equipment.
- 2.7. A defect correction period of 6 weeks will be applied from the time TFR start maintaining the equipment, that after hand-over.

3. DETAIL OF WORK REQUIRED

- 3.1. Order of work
- 3.2. The order of work is left to the contractor on condition that: -
- 3.3. All work shall take place during a 4 hrs total occupation per day.
- 3.4. All OHTE clamps to be torqued at the correct torque settings
- 3.5. 107mm dropper contact clamp, Torque setting: 8 N.m
- 3.6. All feeder clamps, on C-jumpers, Torque setting: 50 N.m
- 3.7. All Bi-Metallic clamps, Torque setting: 50 N.m
- 3.8. All Aluminium clamps, Torque setting: 50 N.m
- 3.9. The Contractor shall clean all the cradle suspension clamps and apply new anti-corrosion grease before securing the new catenary wire (Tiger).
- 3.10. The midpoint anchor arrangement shall be change to resemble one on the Kimberley – De Aar section as specified on drawing CEE-TPB-0013.
- 3.11. All the droppers must be squared after the new catenary wire (Tiger) clips have been installed.
- 3.12. The new catenary wire (Tiger) must be tensioned as per tension chart in accordance with the instructions CEE 0184:87 as in clause 4.
- 3.13. On the catenary hold-offs arrangements at the overlaps, Crosby clamps should be replaced with bimetallic clamps
- 3.14. The removed copper catenary wire must be delivered at the De Aar depot in the presence of a TFR representative.
- 3.15. The new catenary wire (Tiger) with associated equipment (droppers, jumpers, clamps and clips) shall be installed in accordance with the instructions as in clause 4.
- 3.16. The Contractor shall remove and install the specified OHTE equipment once an occupation and/or electrical permit are given. The Contractor shall inspect each section and advise the Technical Officer timeously of any services which may be affected by the process.
- 3.17. Any overhead track equipment material left next to the railway line after any shift shall be adequately secured to prevent unauthorised persons tampering with this material or obstruction to train services.
- 3.18. The Contractor shall be responsible for safe guarding all scrap materials against theft and vandalism or damage.
- 3.19. The contractor has to adhere to and co-operate with rail's asset protection services in order to ensure that this material is handled securely. The removed catenary wire must be delivered to the Infra Depot at De Aar for safe keeping.
- 3.20. The Contractor, Asset Protection Officers and TFR representative must count the delivered material and document it on SAP02 book which will be supplied by the employer and all parties must also sign the document including security.

4. DRAWINGS

Drawing No.	Title
CEE-TN-0379	Dropper assembly
CEE-TVC-0019	Sag-Span-Temperature chart tiger catenary wire 25kv
CEE-TPB-0013	Midpoint Anchor Arrangement
CEE-TV-262	Weight chart adjustments

CEE-TVC-0002	Dropper charts
CEE-TN-0192	Catenary hold-off arrangement

5. SPECIFICATIONS AND STANDARDS

Title	Date or revision
E7/1 Specification for works on-, over-, under- or adjacent to railway lines and near high voltage equipment	2011
E.4E Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations	2011
BBG1736: Torque settings for OHTE clamps	2014
E4B: Minimum communal Health Requirements	2011
CEE 0184:87 Maintenance 25/50kV AC Electrification	1987

CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS

- 5.1. The Contractor shall comply with Transnet Electrical Safety Instructions
- 5.2. The Contractor's Supervisor shall be in possession of Category A-Brown Licence for Working in clearance from Live electrical Equipment
- 5.3. The Contractor's personnel responsible for installation shall be in possession of Category C-Green Licence
- 5.4. All workers and staff that will be working on the contract should undergo electrical awareness training before commencement of work which will be at the cost of the Contractor
- 5.5. The Contractor shall provide their own protection ei. Flagman
- 5.6. The Contractor shall provide their own installation tools and equipment to execute the work
- 5.7. All Road-Over Rail vehicle or On Track machine to be used must undergo a break test, which will be organised by the Contractor and Employer prior to commencement date
- 5.8. Work to be done under total occupations of 4 hrs per day
- 5.9. The contractor should note that occupations are not always granted on time as requested and approved. This may results in production time shifting. Therefore the waiting time on site before occupations are granted shall not be considered a basis for claiming for standing time.
- 5.10. All installations shall be done as specified by the makers' manual and or specifications attached.
- 5.11. All other tools and equipment, exclusive of jumper (portable earthing device) cables for earthing of OHTE. The work comprising the operating, fitting and removing of all this equipment shall be the responsibility of the Contractor.
- 5.12. The Contractor must supply his own security but Transnet Freight Rail Security reserves the right to patrol high security areas wherein the contractor might work.
- 5.13. The Contractor shall take all reasonable care to prevent damage to tools supplied by

Transnet Freight Rail. Any damage through neglect shall be repaired, in accordance with the instructions of the Technical Officer, to the cost of the Contractor.

- 5.14. The contract works must be completed within 3 months or earlier, no extension will be considered without decent motivations.
- 5.15. Before the cancellation of the work permit the Contractor must make sure that the line is safe for the passage of both electrical and diesel trains, should there be a hook up where the Contractor was working, costs and damages incurred shall be the responsibility of the Contractor and the Contractor shall be responsible for the repairs there after, at no additional costs to the Employer

6. REQUIREMENTS FOR THE PROGRAMME

- 6.1. The Contractor shall provide a programme in a form of excel which indicates how much catenary wire shall be installed within a 4 hour occupation.
- 6.2. The Contractor shall submit the programme to the Project Manager and Technical Officer two weeks before the commencement of work.
- 6.3. The Contractor shall update the programme at the end of the occupation and give feedback to the Employer's Representative on site.

7. SERVICES AND OTHER THINGS PROVIDED BY THE EMPLOYER

- 7.1. All Material and drawings required for installation.
- 7.2. Employer's Representative (Traction Linesman) for issuing Work permits and switching the 25kV AC overhead track equipment.
- 7.3. Site access to the contractor

8. SITE INFORMATION

- 8.1. The ground surfaces on site are uneven, proper precaution should be taken while erecting ladders and walking on the ballast, the terrain is also not level.
- 8.2. The Contractor shall not cross any private property or Transnet tracks without prior written approval from the legal owner of that property. No unauthorised level crossings shall be permitted.
- 8.3. Access to the sites will be via the Transnet service roads. The key for gates in the service road can be obtained from the Technical Officer, but it must be handed back on completion of the contract. Gates have to be kept closed at all times. No vehicle will be allowed to cross the railway line at any place except at level crossings.
- 8.4. The Contractor shall allow for making of his own arrangements for housing, security, water, communications, electricity, sanitary, refuse removal and all other services to these sites. On vacating these sites the Contractor shall clean the sites of all rubbish and reinstate the sites to the satisfaction of the Technical Officer.
- 8.5. Transnet Freight Rail will entertain no claims from the Contractor for production delays, work done or expenditure incurred in gaining access to the work sites, offices, workshops or campsites

9. CONTRACT CONDITIONS

- 9.1. The Contractor shall ensure that a safety representative is at site at all times.
- 9.2. The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
 - i. The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - ii. The Occupational Health and Safety Act (Act 85 of 1993).
 - iii. The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
 - iv. The Contractor shall comply with the current Transnet Specification B.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.
 - v. The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 9.3. The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act
- 9.4. In addition to compliance with clause 2. Hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence
- 9.5. The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Supervisor in writing
- 9.6. The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.
- 9.7. Both books mentioned in 5 and 6 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.
- 9.8. The contractor must have a complete **Safety file** with all relevant documents before commencing with the work, it has to be submitted two weeks before the work commences. The successful Contractor will be given a check list for the content of the Safety file

- 9.9. The Contractor shall record in the site diary: -
- Planned Occupation times and Actual Working times.
 - An accurate record of all Non-Ferrous Metals removed and returned to Transnet Freight Rail shall be kept. These records shall be kept in such a way that a clear audit trail is created of all material movements removed from site.
 - Details of material truck driver, registration number of truck and security personnel escorting the material to the Infra depot at De Aar must be supplied.
- 9.10. The Contractor shall make necessary arrangements for **sanitation, water** and electricity at these relevant sites during the installation of the equipment
- 9.11. The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections

10. Qualifications required

CONTRACTOR PERSONNEL	COMPETENCY REQUIRED
Supervisors	Category A-brown
Erector	Category C- green and Working at heights
Technical worker	Electrical safety awareness
Flagmen	Electrical safety awareness

11. GUARANTEES

- 11.1. Retention of 10% will be deducted from payments.

12. Procurement

12.1 Code of Conduct

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

- The Transnet Detailed Procurement Procedure (DPP);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE); and
- The Anti Corruption Act.

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

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

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

1. *Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*
 - Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
 - Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - Gain an improper advantage.
 - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*
 - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
3. *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
 - Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is

conducted and the supplier is expected to participate in an honest and straight forward manner.

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

Conflicts of Interest

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

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

8.1 The Contractor's Invoices

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

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

8.1.3 The invoice states the following:

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

8.1.4 The invoice contains the supporting detail

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

8.1.6 All quotes to be submitted within 14 days after request for work has been submitted.

8.1.7 A Purchase order will be issued to the service provider to commence with work which should be carried out within 30 days from date of receiving the purchase order.

8.1.8 Invoice with supporting documents (invoices for material purchased) to be submitted within 30 days after completion of work

8.1.9 The invoice is presented as an original.



C4: Site Information

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

1. GENERAL DESCRIPTION:

The work is to be carried out at the Transnet Freight Rail Assets in between De Aar and Beaufort West area.

2. ACCESS LIMITATIONS

The Contractor shall not cross any private property or Transnet tracks without prior written approval from the legal owner of that property. No unauthorised level crossings shall be permitted. Access to the sites will be via the Transnet service roads. The key for gates in the service road can be obtained from the Technical Officer, but it must be handed back on completion of the contract. Gates have to be kept closed at all times. No vehicle will be allowed to cross the railway line at any place except at level crossings.

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

The ground surfaces on site are uneven, proper precaution should be taken while erecting ladders and walking on the ballast, the terrain is also not level.

3. Hidden and other services within the *site*

The Contractor shall allow for making of his own arrangements for housing, security, water, communications, electricity, sanitary, refuse removal and all other services to these sites. On vacating these sites the Contractor shall clean the sites of all rubbish and reinstate the sites to the satisfaction of the Technical Officer.

Transnet Freight Rail will entertain no claims from the Contractor for production delays, work done or expenditure incurred in gaining access to the work sites, offices, workshops or campsites

The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment