

## NEC3 Term Service Contract (TSC)

entered into by and between

**Transnet SOC Ltd**

Registration Number 1990/000900/30

(hereinafter referred to as the "Employer")

and

**Pending**

Registration Number

(hereinafter referred to as the "Contractor")

**Description of the Works**      Electrical Maintenance, Breakdowns and Repairs of Plant and Infrastructures on an "as and when" required basis for a period of 24 months

<b>Contract Number</b>	CRAC-DNR-18423
<b>Start Date</b>	22 September 2015
<b>Completion Date</b>	22 September 2017

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## T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for Electrical maintenance, breakdown and repairs of Plant and infrastructure from Durban to Port Shepstone, Stanger and Cato Ridge on an "as and when" required basis for a period of 24 months.

Tenderers should have a CIDB contractor grading designation of **1EP** or higher.

Preferences are offered to tenderers who are in possession of a valid SANAS approved B-BBEE certificate or a certificate issued by a Registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA), in accordance with the approval granted by DTI, or a certified copy thereof substantiating their B-BBEE rating

Only tenderers who provide or have their place of business within Kwazulu-Natal, which the work and operations are to be carried out and who attend the compulsory clarification meeting are eligible to submit tenders.

The physical address for collection of tender documents is:

Transnet Freight Rail  
100 Eel Road  
Bayhead  
Durban, 4001

Documents may be collected during working hours from **08:00hrs on Tuesday, 28<sup>th</sup> July 2015 to 08:00hrs on Thursday, 13<sup>th</sup> August 2015.**

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

Mr Isaac Potgieter  
Tel No 031 361 3374  
Fax No. 031 361 4085  
Email isaac.potgieter@transnet.net

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

100 Eel Road  
Bayhead  
Durban, 4001

On **Friday, 19<sup>th</sup> August 2015** starting at 10:00hrs

**A compulsory Site Inspection with representatives of the Employer will take place after the clarification meeting.**

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

**Respondent to provide own PPE, transportation and accommodation**

The closing time for receipt of tenders is 10:00hrs on **Thursday, 27<sup>th</sup> August 2015**.  
Telegraphic, telephone, facsimile, e-mail and late tenders will not be accepted.

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

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

**Transnet urges Clients, Suppliers and Service Providers to report any acts of fraud and/or instances of corruption to Transnet's TIP-OFFS ANONYMOUS on 0800 003 056 or [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com).**

**“PREVIEW COPY”**



**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](http://www.cidb.org.za))

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

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

Clause	Data
F.1.1	The Employer is  Transnet SOC Ltd (Reg No. 1990/000900/30)
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 C1.1 Form of offer and acceptance C1.2 Contract data (Part 2) C2.1 Price List
	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 instruction C2.2 Price List  Part C3: Scope of work C3 Service Information
F.1.4	The Employer's agent is:  Name: Isaac Potgieter Address: 100 Eel Road, Bayhead, Durban  Tel No. 031 361 3374 Fax No. 031 361 4085  E – mail <a href="mailto:Isaac.potgieter@transnet.net">Isaac.potgieter@transnet.net</a>
F1.6	The competitive negotiation procedure may be applied.

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

1. Tender offers will only be accepted if:
  - a) they attend the compulsory clarification meeting.
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 **1EP** or higher 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 **1EP** 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 **1EP** or higher 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 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 quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Maximum number of points
Management and CV's of key persons	20
Health and Safety Plan	20
Previous Experience	30
Technical backup and support	30
<b>Maximum possible score for quality (W<sub>q</sub>)</b>	<b>100</b>

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

- T2.2-7 Management and CV's of key persons
- T2.2-22 Health and Safety
- T2.2-25 Previous Experience
- T2.2-46 Technical Backup and Support

The minimum number of evaluation points for quality is : 60

Each evaluation criteria will be assessed in terms of Five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged and 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, plus 1 copy.

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

Location of tender box      TRANSNET FREIGHT RAIL

Physical address:      Transnet Freight Rail Acquisition Council

SCS Reception

100 Eel Road

Bayhead

Durban

4001

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



- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number : CRAC-DNR 18423
- The Tender Description: Maintenance and repairs to domestic type air-conditioners from Durban to Port Shepstone, Stanger and Cato Ridge

Documents must be marked for the attention of: **Transnet Freight Rail Acquisition Council**

Prior arrangement on the submittal of large tender documents should be made with Lindiwe Sithole on telephone number: 031 361 4023

F.2.14.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

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

F.2.16 The tender offer validity period is **90** days.

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

F.2.20 If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data. (The format is included in Part T2.2 of this procurement document).

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

1. an **original valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid certified SANAS or IRBA B-BBEE accreditation certificate, and
3. Letter of good standing with the compensation fund or the insured compensation insurer.

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

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

Time: 10:00hrs on **Thursday, 27<sup>th</sup> August 2015**  
Location: SCS Reception, 100 Eel Road, Bayhead, Durban.

F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2.  
F.3.13.7

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

90 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 1,000 000

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

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

F.3.13 Tender offers will only be accepted if:

- a) the tenderer submits an **original valid** Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contract or standing designation;
- c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer does not appear on Transnet list for restricted tenderers.
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- f) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- g) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

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

## T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



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

### F.1 General

#### F.1.1 Actions

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

#### F.1.1.2

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

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
  - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.
- F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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

**F.1.4** **Communication and employer's agent**

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

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

**F.1.5.1**

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

**F.1.5.2**

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

**F.1.6** **Procurement procedures**

**F.1.6.1**

**General**

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

**F.1.6.2**

**Competitive negotiation procedure**



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

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

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

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

**F.1.6.3 Proposal procedure using the two stage-system**

**F.1.6.3.1**

**Option 1**

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

**F.1.6.3.2**

**Option 2**

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

**F.1.6.3.2.2**

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

**F.2.1.1**

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

**F.2.1.2**

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

**F.2.2 Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including

the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

**F.2.10.1**

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

**F.2.10.2**

Show VAT payable by the employer separately and in addition to the tendered total of the prices.

**F.2.10.3**

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

**F.2.10.4**

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

**F.2.12.1**

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

**F.2.12.2**

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

**F.2.13 Submitting a tender offer**

**F.2.13.1**

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

**F.2.13.2**

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

**F.2.13.3**

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

**F.2.13.4**

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

**F.2.13.5**

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

**F.2.13.6**

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

**F.2.13.7**

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

**F.2.13.8**

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

**F.2.13.9**

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

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

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

**F.2.15 Closing time**

**F.2.15.1**

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

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

**F.2.16 Tender offer validity**

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

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

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

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

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

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

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

**F.2.21 Check final draft**

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



**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

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

**F.3.1.2**

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

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

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

**F.3.8 Test for responsiveness**

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

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

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

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

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

**F.3.9 Arithmetical errors, omissions and discrepancies**

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

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:  
a) the gross misplacement of the decimal point in any unit rate;

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

**F.3.9.3**

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

**F.3.9.4**

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

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

**F.3.10 Clarification of a tender offer**

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

**F.3.11**

**Evaluation of tender offers**

**F.3.11.1**

**General**

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

**F.3.11.2**

**Method 1: Financial offer**

In the case of a financial offer:

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

**F.3.11.3**

**Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:  
 $TEV = NFO + NP$   
where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

- MP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

#### F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NQ$$

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

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

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

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

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

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

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

$$TEV = NFO + NP + NQ$$

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

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

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

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

**F.3.11.6 Decimal places**

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

**Scoring Financial Offers**

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

$$WF = Q = W1 \times A$$

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

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

*A* is the number calculated using the formula and option described in Table F.11.8 stated in the Tender Data.

**Table F.11 : Formulae for calculating the value of A**

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

<sup>a</sup> *P<sub>m</sub>* is the comparative offer of the most favourable comparative offer.

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

**F.3.11.8 Scoring preferences**

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

**F.3.11.9 Scoring quality**

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

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



$NQ = W2 \times SO / MS$

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

#### **F.3.12 Insurance provided by the employer**

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

#### **F.3.13 Acceptance of tender offer**

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

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

#### **F.3.14 Prepare contract documents**

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

- a) addenda issued during the tender period
  - b) inclusion of some of the returnable documents, and
  - c) other revisions agreed between the employer and the successful tenderer.
- F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.15 Complete adjudicator's contract**

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

#### **F.3.16 Notice to unsuccessful tenderers**

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

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

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

**“PREVIEW COPY ONLY”**

## T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



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

### F.1 General

#### F.1.1 Actions

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

#### F.1.1.2

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

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
  - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.
- F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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



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

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:  
a) **conflict of interest** means any situation in which:

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

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

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

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

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

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

**F.1.4** **Communication and employer's agent**

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

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

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

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

**F.1.6** **Procurement procedures**

**F.1.6.1** **General**

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

**F.1.6.2** **Competitive negotiation procedure**

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

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

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

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

**F.1.6.3 Proposal procedure using the two stage-system**

**F.1.6.3.1**

**Option 1**

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

**F.1.6.3.2**

**Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

**F.2.1.1**

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

**F.2.1.2**

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

**F.2.2 Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including

the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

**F.2.10.1**

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

**F.2.10.2**

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

**F.2.10.3**

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

**F.2.10.4**

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

**F.2.12.1**

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

**F.2.12.2**

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

**F.2.13 Submitting a tender offer**

**F.2.13.1**

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

**F.2.13.2**

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

**F.2.13.3**

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

**F.2.13.4**

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

**F.2.13.5**

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

**F.2.13.6**

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

**F.2.13.7**

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

**F.2.13.8**

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

**F.2.13.9**

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

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

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

**F.2.15 Closing time**

**F.2.15.1**

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



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

**F.2.16 Tender offer validity**

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

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

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

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

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

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

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1**

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

**F.3.1.2**

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

**F.3.4.1**

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

**F.3.4.2**

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

**F.3.4.3**

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

**F.3.5 Two-envelope system**

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

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

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

**F.3.8 Test for responsiveness**

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

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

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

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

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

**F.3.9 Arithmetical errors, omissions and discrepancies**

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

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:  
a) the gross misplacement of the decimal point in any unit rate;

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

### F.3.9.3

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

### F.3.9.4

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

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

### F.3.10 Clarification of tender offer

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

### F.3.11

#### Evaluation of tender offers

##### F.3.11.1 General

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

##### F.3.11.2

#### Method 1: Financial offer

In the case of a financial offer:

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

##### F.3.11.3

#### Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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



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

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

**F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

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

$$TEV = NFO + NQ$$

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

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

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

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

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

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

$$TEV = NFO + NP + NQ$$

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

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

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

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

**F.3.11.6 Decimal places**

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

**F.3.11.7 Scoring Financial Offers**

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

$$MFO = W1 \times A$$

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

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

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

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

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

<sup>a</sup> P<sub>m</sub> is the comparative offer of the most favourable comparative offer.

P is the comparative offer of the tender offer under consideration

**F.3.11.8 Scoring preferences**

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

**F.3.11.9 Scoring quality**

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

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

$MQ = W2 \times SO / MS$

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

**F.3.12 Insurance provided by the employer**

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

**F.3.13 Acceptance of tender offer**

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

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

**F.3.14 Prepare contract documents**

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

- a) addenda issued during the tender period;
  - b) inclusion of some of the returnable documents; and
  - c) other revisions agreed between the employer and the successful tenderer.
- F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

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

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

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

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## T2.1 List of Returnable Documents

### 1. Returnable Schedules

T2.2-1	Change to tender document
T2.2-7	Management and CV's of key persons
T2.2-8	Schedule of proposed Subcontractors/Consultants
T2.2-9	Insurance provided by 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
T2.2-25	Precious experience
T2.2-27	Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31	Supplier Code of Conduct
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-37	Method Statement
T2.2-36	RFP Declaration Form
T2.2-38	Declaration of Understanding (Environmental and Health & Safety)
T2.2-43	RFP – Breach of Law
T2.2-50	BBBEE Preference Points Claim Form
T2.2-51	Certificate of Acquaintance

**This schedule is required for payment purposes only:**

Supplier Declaration Form (Annexure A)

2. C1.1 Offer portion of Form of Offer & Acceptance
3. C1.2 Contract Data Part 2: Data by Contractor
4. C2.2 Price List

TRANSNET FREIGHT RAIL  
ENQUIRY NUMBER: CRAC-DNR 18423  
DESCRIPTION OF THE WORKS: AS AND WHEN ELECTRICAL MAINTENANCE, BREAKDOWNS AND REPAIRS OF PLANT  
AND INFRASTRUCTURE FROM DURBAN TO PORT SHEPSTONE, STANGER AND CATO RIDGE

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## T2.2 Returnable Schedules

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## T2.2-1: Changes to Tender Document

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

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

The Conditions of Tender state that the tenderer may:

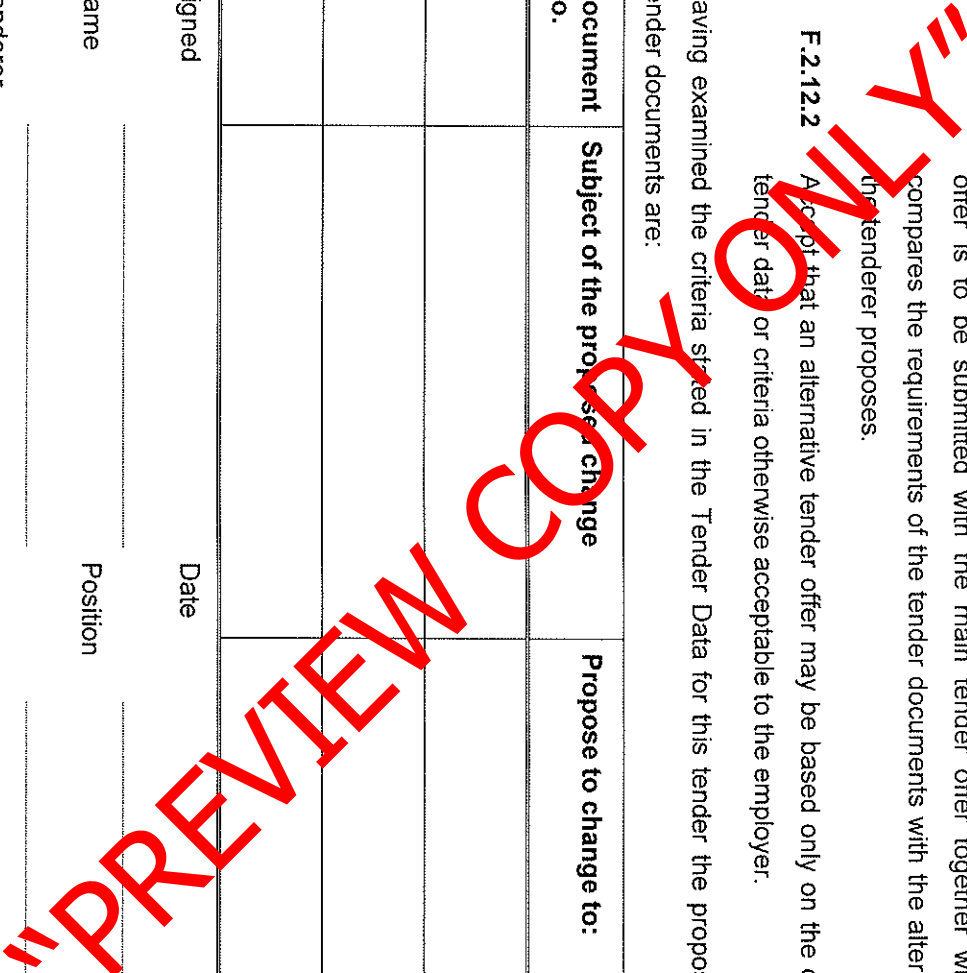
**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of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

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

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Tenderer \_\_\_\_\_





## Prequalification Evaluation Schedule

### T2.2-7: Management & CV's of Key Persons – TSC<sup>1</sup>

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 Term Service Contract Option chosen for this contract. If staff experience on 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.

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

	General experience and qualifications	Adequacy of assignments	Knowledge of issues pertinent to the project
<b>0</b>	The tenderer has submitted no information or inadequate information to determine a score.		
<b>Poor (score 40)</b>	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, skills, training and experience	Key staff have limited experience of issues pertinent to the project
<b>Satisfactory (score 70)</b>	Key staff have reasonable levels of general experience	Key staff have reasonable levels of project specific education, skills, training and experience	Key staff have reasonable experience of issues pertinent to the project
<b>Good (score 90)</b>	Key staff have extensive levels of general experience	Key staff have extensive levels of project specific education, skills, training and experience	Key staff have extensive experience of issues pertinent to the project
<b>Very good (score 100)</b>	Key staff have outstanding levels of general experience	Key staff have outstanding levels of project specific education, skills, training	Key staff have outstanding experience of issues pertinent to the project

<sup>1</sup>NEC3 Term Service Contract (June 2005)(amended June 2006).



	and experience	
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Attached submissions to this schedule:

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Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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

Clause 83.1 in NEC3 Term Service Contract (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 83.2 of the TSC)	Name of Insurance Company	Cover	Premium
Loss of or damage caused by the Contractor to the Employer's property			
Loss of or damage to Plant and Materials			
Loss of or damage to Equipment The Contractor's liability for loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service.			
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract			
(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

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### B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_, \_\_\_\_\_, acting in the capacity of \_\_\_\_\_, hereby authorise Mr/Ms \_\_\_\_\_, \_\_\_\_\_, 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.

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### 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 partners authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

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

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**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

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## 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:	Starting time:
On (date)	

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 / Service Manager* to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

### Particulars of person(s) attending the meeting:

Name \_\_\_\_\_ Signature \_\_\_\_\_

Capacity \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Capacity \_\_\_\_\_

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

Name \_\_\_\_\_ Signature \_\_\_\_\_

Capacity \_\_\_\_\_ Date & time \_\_\_\_\_

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

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

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**T2.2-17 : Compulsory Enterprise Questionnaire**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

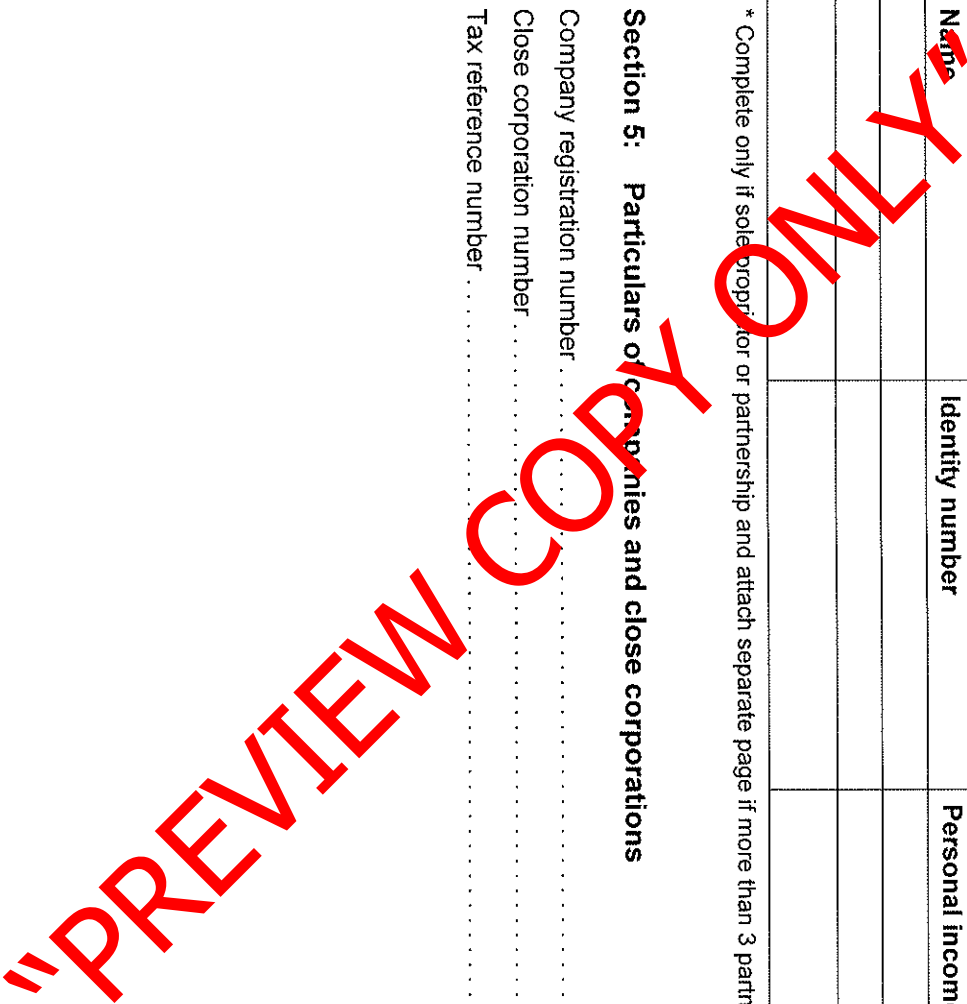
\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....



**Section 6: Record in the service of the state**

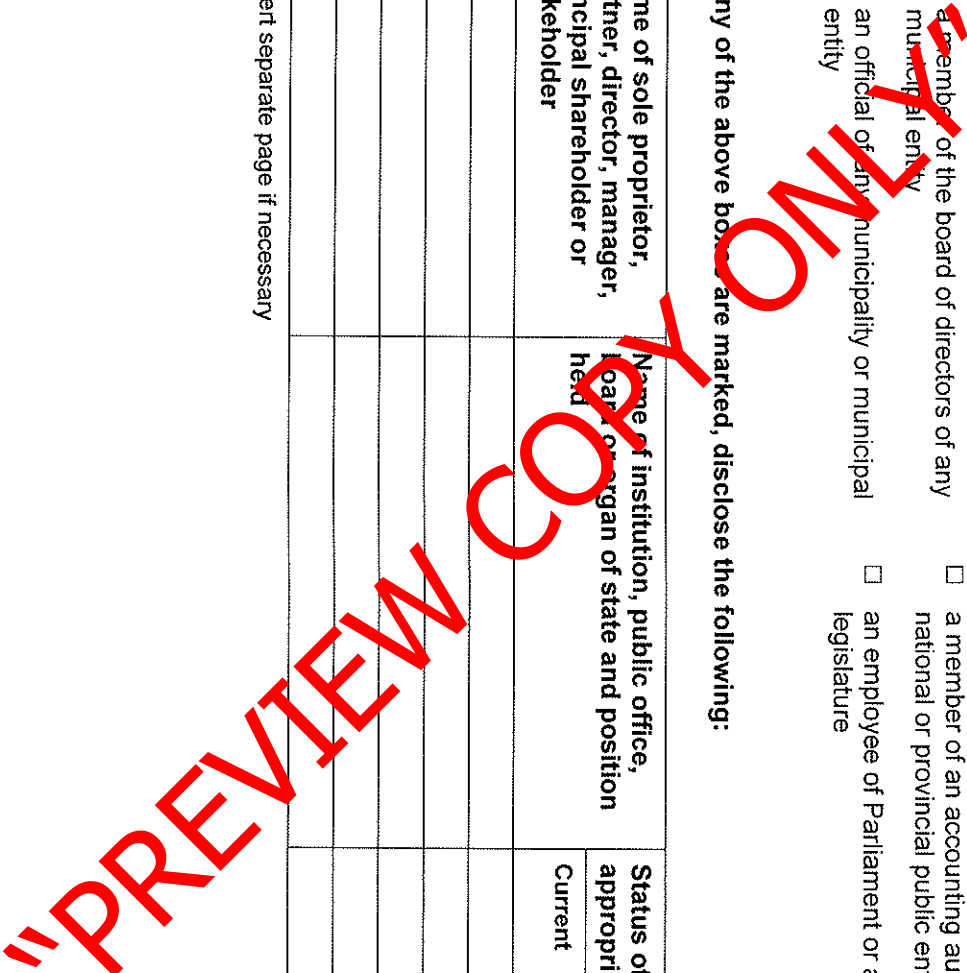
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

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

\*Insert separate page if necessary





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

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

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

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

\*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise  
name

**“PREVIEW COPY”**

## Prequalification Evaluation Schedule

### T2.2-22: Health and Safety Plan

Submit the following documents as a minimum with your tender:

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

The scoring of the Health and Safety Requirements will be as follows:

	<b>Health and Safety</b>
<b>No Response (score 0)</b>	Failed to provide information.
<b>Poor (score 40)</b>	Poor response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.
<b>Satisfactory (score 70)</b>	Satisfactory response/answer/solution to the particular aspect of the requirement; evidence given that the stated employer's requirements will be met.
<b>Good (score 90)</b>	Good response/answer/solution, demonstrate real understanding and evidence of ability to meet stated employer's requirements.
<b>Very Good (score 100)</b>	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.

Attached submissions to this schedule:

.....  
.....  
.....  
.....  
.....  
.....  
.....

Signature

Date

Name

Position

Tenderer

**"PREVIEW COPY ONLY"**





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

### **B-BBEE and preferencing scheme:**

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

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their tender responses. Transnet will accordingly allow a "preference" in accordance with the **80/20** preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended), to companies who provide an original and valid B-BBEE Verification Certificate or a certified copy thereof. All procurement and disposal transactions will be evaluated accordingly.

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

**All certificates are to display the B-BBEE Verification Agency Body Name and BVA Body number or a Registered Auditor's Body Name and IRB number.**

The Department of Trade and Industry recently revised the 2007 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.

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.

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TENDER

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Part T2: Returnable Schedules  
T2.2-27: Broad-Based Black  
Economic Empowerment

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

Scorecard Types	Exempted Micro Enterprise	Qualifying Small Enterprise	Generic Construction
<b>Discipline</b>	Parameters are based on annual turnover of the Measured Entity		
<b>Contractor (2007 Codes of Good Practice)</b>	Annual turnover < R 5 million	Annual turnover > R 5 million and equal to or , < R 35 million	Annual turnover > R 35 million
<b>Contractor (2013 Revised Codes of Good Practice)</b>	Annual turnover < R 10 million	Annual turnover > R 10 million and equal to or , < R 50 million	Annual turnover > R 50 million
<b>Built Environment Professionals (BBEE)</b>	Annual turnover < R 1,5 million	Annual turnover > R 1,5 million and equal to or , < R 11,5 million	Annual turnover > R 11,5 million

**a) Large Enterprises**

- 2007 Codes of Good Practice: Rating level based on all seven elements of the B-BBEE scorecard
- 2013 Codes of Good Practice: Rating level based on all 5 elements of the revised B-BBEE Scorecard

**b) Qualifying Small Enterprises – QSE**

- 2007 Codes of Good Practice: Rating level based on any four of the elements of the B-BBEE scorecard
- 2013 Codes of Good Practice: Rating level based on any 5 elements of the revised B-BBEE Scorecard. QSEs that are 100% Black owned or at least 51% Black owned are only required to obtain a sworn affidavit on an annual basis confirming their annual total revenue and level of Black ownership. The former category of QSE qualifies for a Level 1 B-BBEE rating whereas the latter qualifies for a Level 2 B-BBEE rating. Transnet reserves the right to request evidence or documentation from Bidders in order to verify their B-BBEE recognition claimed.

**c) Exempted Micro Enterprises –**

- 2007 Codes of Good Practice: Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition. EMEs which are more than 50% Black owned are promoted to a Level 3 contributor. Tenderers who qualify as EMEs must submit a certificate (Which may be in the form of a letter) issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. The certificate must confirm the company turnover Black Ownership and Black Woman Ownership and B-BBEE status level.
- 2013 Codes of Good Practice: EMEs are deemed to be 100% compliant. Automatic Level 4 rating irrespective of race of ownership. All EMEs are only required to obtain a sworn affidavit on an annual basis confirming their annual total revenue and level of Black ownership. Transnet reserves the right to request evidence or documentation from Bidders in order to verify their B-BBEE recognition claimed. EMEs which are 100% Black owned qualify for a Level 1 rating and EMEs which have 51% Black ownership a Level 2 rating. Transnet reserves the right to request evidence or documentation from Bidders in order to verify their B-BBEE recognition claimed.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE**

**d) B-BBEE Joint Ventures or Consortiums**

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, awarded JV business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

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.

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 bid.

**Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.**

**e) Subcontracting**

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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 sub-contract.

In terms of T2.2-50 of the RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractors.

Turnover:

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

ZAR.....

Signed

Date

Name

Position

Tenderer

<sup>1</sup> The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

## 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 behaviour and conduct of its Suppliers.

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

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

#### ***1. Transnet SOC 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.



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

**PREVIEW**

**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/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.

TENDER

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Part T2: Returnable Schedules  
T2.2-31: Supplier Code of Conduct

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

**PREVIEW COPY**

## T2.2-33: Mutual Non-Disclosure Agreement

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

**THIS AGREEMENT** is made effective as of ..... Day of ..... 20..... By and between:

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

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

### 1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of maintenance breakdowns and repairs of plants and infrastructure from Durban to Port Shepstone, Stanger and Cato Ridge on an "as and when" required basis ("the Purpose"). Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "Confidential Information"), and shall not divulge to any other party in any circumstances any such Confidential Information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

### 2. Definition

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

### 3. Exclusions

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

- 3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;

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

#### 4. Non-Disclosure of Confidential Information

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

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

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

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will



entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

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

#### **6. Non-Solicitation**

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

#### **7. Mandatory Disclosure**

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

#### **8. Variation, Addition or Cancellation**

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

#### **9. No License Granted**

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

#### **10. No Representations**

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

#### **11. Term**

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue



relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

## 12. Miscellaneous

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

## 13. Governing Law and Jurisdiction

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

## 14. Disputes

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

## 15. Remedies

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

Signed

Date

Name

Position

Tenderer

## SECTION 2 (Annexure A)

### Transnet Supplier Declaration / Application

#### THE FINANCIAL DIRECTOR OR COMPANY SECRETARY:

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

- a) Complete the "Supplier Declaration Form" (SDF) on all pages of this letter
- b) Original cancelled cheque OR certified letter from the bank verifying banking details (with bank stamp and on bank letterhead)
- c) **Certified** copy of Identity document of Shareholders / Directors / Members (where applicable)
- d) **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
- e) **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
- f) A letter with the company's letterhead confirming physical and postal addresses
- g) **Original or certified** copy of SARS Tax Clearance certificate and VAT registration certificate
- h) A **certified** signed letter from the Auditor / Accountant **AND / OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS Member) confirming most recent annual turnover and percentage black / youth / disabled persons ownership in the company. Youth owned is defined as persons under the age of 35 years.
- i) A **certified** letter signed by a physician confirming the disability.
- j) Complete the Transnet Supplier Code of Conduct form on the following website: [www.transnet-supplier.net](http://www.transnet-supplier.net)
- k) **Certified** (yailed) IRP exemption certificate
- l) A **certified** copy of a recent months EMP 201 form
- m) A **certified** declaration that at least 3 employees are on a full time basis
- n) An affidavit or solemn declaration duly signed in terms of 80% of income

**Failure to submit the above documents will delay the vendor creation process.**

Where applicable, the respective Transnet Operating Division processing your application may request further information from you.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

#### IMPORTANT NOTES:

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

Document Name: Vendor Master\_Trade Vendor Management Procedure (Revised)

Classification:

Date: 16 October 2013

PRO-FAT-0202 Rev04

REF:

Revision: Version 4.2

Page 1 of 12

Returnable Schedule

T.2.2-34: Supplier Declaration Form

4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962 whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.
  5. No payments can be made to a vendor until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
  6. From 1 February 2011 only BBBEE certificates issued by SANAS accredited verification agencies will be valid.
- Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents and annexure mentioned above to the Transnet Official who is intending to procure your company's services / products

**1) Supplier Declaration Form**

Company Trading Name	
Company Registered Name	

Did your company previously operate under another name?      Yes      No

If **YES** state the previous name below

Trading Name	
Registered Name	
Company Registration Number Or ID Number If A Sole Proprietor	
Form of entity	CC      Trust      Pty Ltd      Limited      Partnership      Sole Proprietor
Is your company VAT Registered?	Yes      No      Exempt

If Yes, state VAT Registration Number  
 If No or Exempt, state reason

Bank Name	Bank Account Number			
Company Physical Address	Code			
Company Postal Address	Code			
Company Telephone number	Code			
Company Fax Number				
Company E-Mail Address				
Company Website Address				
Contact Person				
Designation				
Telephone				
Email				
Last Financial Year Annual Turnover	<R1Million	R1-R5Million	R5-R35Million	>R35Million

Indicate using a 'X' the business sector in which your company is involved / operating

Agriculture	
Manufacturing	
Electricity, Gas and Water	
Retail, Motor Trade and Repair Services	
Catering, accommodation and Other Trade	
Community, Social and Personal Services	

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Mining and Quarrying	
Construction	
Finance and Business Services	
Wholesale Trade, Commercial Agents and Allied Services	
Transport, Storage and Communications	
Other (Specify)	

### **ii) Category of Supplier**

<p><b>THE FOLLOWING INFORMATION MUST BE SUPPLIED BY THE SUPPLIER TO THE ACCOUNTS PAYABLE DEPARTMENT FOR PAYMENT OF SUPPLIER'S ACCOUNTS</b></p>	
Company Trading Name	
Company Registered Name	

<p><b>A. Are you a supplier of goods and / or products?</b></p> <p>If yes, what goods and / or products are being supplied?</p>	Yes	No
<p><b>B. Are you a supplier of service and / or labour?</b></p> <p>If yes, what service and / or labour are being supplied?</p>	Yes	No

**NB:** If your answer to Question A is "YES", the supplier is not subject to Employees' Tax. The supplier is to be captured as a **TRADE VENDOR** via the **PROCUREMENT OFFICE** and referred to the Accounts Payable Department for payment. You will be required to attach supporting documents 1 -12 from the checklist.

If your answer to Question B is "YES", please answer the questions below:

<p><b>1.1.</b> Is the service provider a natural person (i.e. labour broker) who supplies Transnet with other persons to render services, or perform work for Transnet, and who is remunerated by the service provider?</p>	Yes	No
<p><b>1.2.</b> Is the service provider a natural person (i.e. contractor) who supplies services to Transnet?</p>		
<p><b>1.3.</b> Is the service provider a company, close corporation or trust who supplies Transnet with services or labour?</p>		

- If the answer to question 1.1 is "YES" the service provider has to complete **ANNEXURE A** of the Supplier Declaration Form. Please attach supporting documents 1-13 from the checklist
- If the answer to question 1.2 is "YES" the service provider has to complete **ANNEXURE B** of the Supplier Declaration Form. Please attach supporting document 1-12, 14 -15 from checklist
- If the answer to question 1.3 is "YES" the service provider has to complete **ANNEXURE C** of the Supplier Declaration Form. Please attach supporting documents 1-12, 14-16 from checklist

<p><b>BBBEE Ownership Details</b></p>				
Does your company have a valid BBBEE certificate?	Yes	No		
What is your broad based BEE status (Level 1 to 9 / Unknown)				
Majority Race of Ownership				
% Black Ownership	% Black women ownership	% Disabled person(s) ownership	% Youth ownership	
Transnet Contact Person				
Contact number				

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Transnet operating division

Name Designation  
Signature Date

Name Date  
Signature Telephone No

**Internal Transnet Departmental Questionnaire**

Company Trading Name  
Company Registered Name

TFR	TRE	TPT	TPL	TNPA	TRN
Create	Amend	Block	Unblock	Once-Off / Emergency Request	
Extend	Revoke	Undelete			

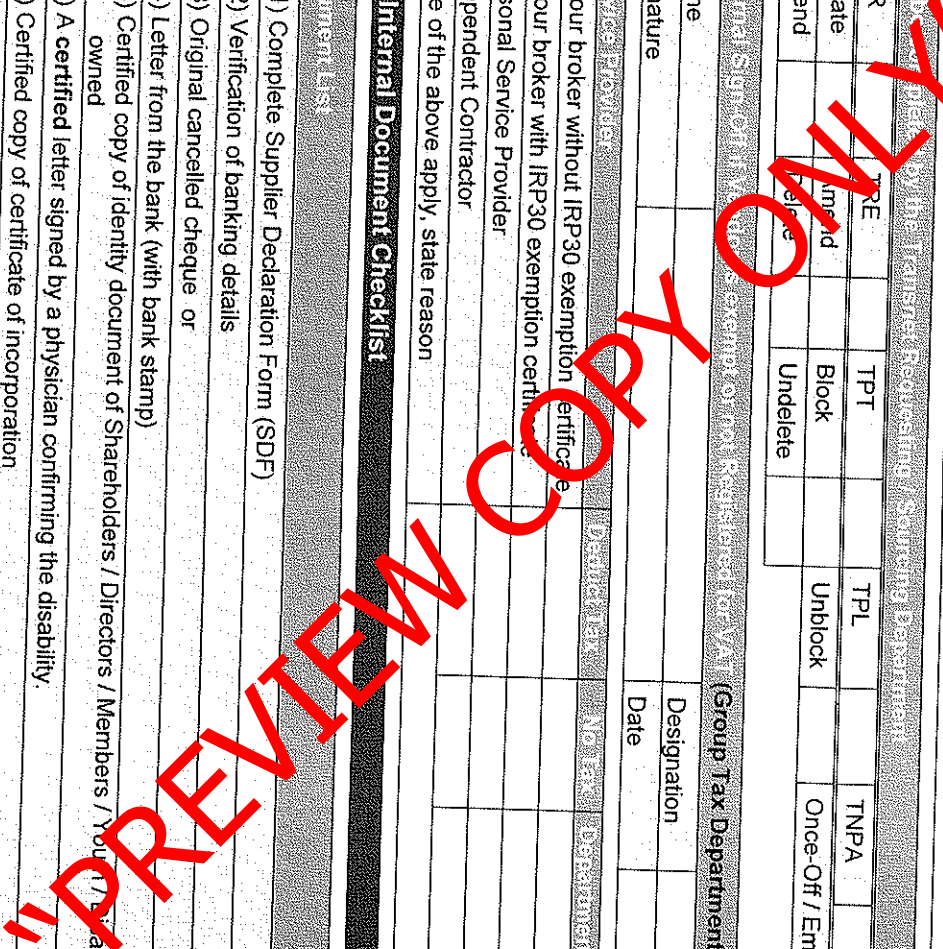
Name Designation  
Signature Date

Labour broker without IPR30 exemption certificate  
Labour broker with IPR30 exemption certificate  
Personal Service Provider  
Independent Contractor  
None of the above apply, state reason

**Internal Document Checklist**

Document List	Yes / No
1) Complete Supplier Declaration Form (SDF)	
2) Verification of banking details	
3) Original cancelled cheque or	
4) Letter from the bank (with bank stamp)	
5) Certified copy of identity document of Shareholders / Directors / Members / You / Disabled persons owned	
6) A <b>certified</b> letter signed by a physician confirming the disability.	
7) Certified copy of certificate of incorporation	
8) Certified copy of share certificates of Shareholders	
9) A letter with the company's letterhead confirming physical and postal addresses	
10) Original or certified copy of SARS Tax Clearance certificate and VAT registration certificate	
11) Confirmation of most recent annual turnover and percentage black / youth / disabled ownership	
12) Signed letter from the Auditor / Accountant ; AND / OR BBBEE certificate and detailed scorecard from Accredited rating agency (ABVA Member)	

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13) Completed Transnet Supplier Code of Conduct form and proof of submission (www.transnet-suppliers.net)	
13) Valid IRP 30 exemption certificate (Annexure A)	
14) A copy of a recent months EMP 201 form (Annexure B & C)	
15) Declaration that at least 3 employees are on a full time basis (Annexure B & C)	
16) Declaration in terms of 80% of income (Annexure C)	

Make a difference, if you aware of any corruption and fraudulent activities in Transnet please contact Tip-Off

**Anonymous**  
**Hotline: 0800 003 056**  
**Fax: 0800 007 788**  
**Email: Transnet@tip-offs.com**  
**Website: www.transnet.net and click on the Tip – offs Anonymous link**  
**Post: Tip-offs Anonymous, Freepost DN 298, Umhlanga Rocks, 4320**

**Annexure A**

Company Trading Name	
Company Registered Name	

In order for Transnet not to classify you as a "labour broker" as defined in the Fourth Schedule to the Act, you need to provide Transnet with a valid IRP 30 exemption certificate.

1. Do you have a valid IRP 30 exemption certificate?	Yes	No
If "yes", you will not be regarded as an "employee" for employees' tax purposes. Payments made to you will not be subjected to PAYE, UIF or SDL.		
If "no", you will be regarded as an "employee" for employees' tax purposes. Payments made to you will be subject PAYE, UIF and SDL. Normal tax tables will apply.		

**For admin purposes only:**

Labour broker exempt therefore not an employee and no PAYE to be deducted (Accounts Payable)	Yes	No
Labour broker without an IRP 30 exemption certificate therefore regarded as an employee and PAYE must be withheld (HR / Payroll)		
Certified copy of IRP30 exemption certificate received?		
Name	Signature	
Position	Date	

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Annexure B

Company Trading Name	
Company Registered Name	

In order for Transnet to determine whether you are an "independent contractor" as defined in the Fourth Schedule to the Act, you are required to answer the following questions by marking the appropriate column with an X. The answers supplied will be used to determine whether Transnet is obliged to deduct employees' tax from any payment due to you.

	Yes	No
<p>1.) Do you employ three or more full-time employees (excluding "connected persons" in relation to yourself)?</p> <p>If "yes", please provide the following documentation:</p> <ul style="list-style-type: none"> <li>- A copy of a recent months EMP 201 form;</li> <li>- A declaration that at least 3 employees are on a full time basis engaged in the business of rendering the services and are not connected persons.</li> </ul> <p>If the above documentation is provided, payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to questions 2 and 3. If "no", please proceed to question 2.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2.) Will you render your services mainly at the premises of Transnet?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to question 3. If "yes", please proceed to question 3.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3.) Will you be working under the supervision and control of Transnet as to the manner in which your duties are performed or as to the hours you are required to work?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL.</p> <p>If "yes", you will not be regarded as an independent contractor for employees' tax purposes and payments to you will be subject to employees' tax. Normal tax tables will apply.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4.) Is the contractor required to work for a period of 22 hours or more per week?</p> <p>If the answer is "yes" the person will be regarded as being in standard employment and payments made</p>	<input type="checkbox"/>	<input type="checkbox"/>

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to employee will be subject to employees' tax in accordance with the tax tables for natural persons.		
5.) Is the contractor required to work at least 5 hours a day, but Transnet will not pay the contractor more than R208 for that day? If the answer is "yes" employees' tax should not be withheld.		
6.) Will the contractor be working for less than 22 hours for Transnet, but Transnet will be their only employer? If the answer is "yes" a written declaration should be supplied to Transnet to the effect that Transnet will be the only employer of the contractor. The contractor is in standard employment and employees' tax needs to be withheld in accordance with the tax tables for natural persons.		
7.) Will Transnet expects the contractor to work for a period of less than 22 hours per week? If the answer is "yes" the contractor is in non-standard employment and employees' tax needs to be withheld at a flat rate of 25%.		
8.) Will the contractor be allowed to work for any other employer while performing duties for Transnet? If the answer is "no" the contractor needs to provide Transnet with a written declaration to the effect that Transnet is its only employer. If contractor can supply such declaration it will be regarded as being in standard employment and employees' tax must be calculated in accordance with the tax tables for natural persons.		

**For admin purposes only:**

Company Trading Name	
Company Registered Name	
Independent contract – Not a employee, Vendor no PAYE to be deducted (Accounts Payable)	Yes No
Not an independent contractor – Regarded as an employee, therefore PAYE must be withheld (HR / Payroll)	
Declaration in term of 3 or more employee's retention?	
If not an independent contractor determine whether in standard employment or non-standard employment	
Name	Signature
Position	Date

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**Annexure C**

Company Trading Name	
Company Registered Name	

In order for Transnet to evaluate whether the supplier is a "Personal Service Provider" as defined in the Fourth Schedule to the Act, the supplier must answer the following questions by marking the appropriate column with an X. The answers supplied will be used to determine whether Transnet is obliged to deduct employees' tax from any payment due to the supplier.

	Yes	No
<p>1.) Does your company / close corporation or trust employ the see or more full-time employees (other than shareholders, members or connected persons) on a full-time basis</p> <p>If "yes" please provide the following documentation:</p> <ul style="list-style-type: none"> <li>- A copy of a recent months EMP 201 form;</li> <li>- A declaration that at least 3 employees are on a full time basis engaged in the business of rendering the services and are not connected persons).</li> </ul> <p>If the above documentation is provided, payments to be made will not be subject to PAYE UfE or SDL. No need to complete questions 2 – 7.</p> <p>If the above documentation cannot be provided, please continue in completing this form. If the answer is "no", please proceed to the next question.</p>		
<p>2.) Where your organisation is a company, will a shareholder (20% or more) or a "connected person" in relation to such shareholder(s) provide the services to Transnet?</p> <p>Where your organisation is a close corporation, will a member or a "connected person" in relation to such member(s) provide the services to Transnet?</p> <p>Where your organisation is a trust, will a beneficiary or a "connected person" in relation to such trust provide the services to Transnet?</p> <p>If your answer is "yes" to any one of the above questions, you need to complete each of the remaining</p>		

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questions.

If your answer is "no", the payments made to the company will not be subject to PAYE, UIF or SDL.

3.) Would the person supplying the services to Transnet be regarded as an employee of Transnet if the services were rendered directly to Transnet, notwithstanding that the services are rendered via a company, close corporation or trust?

If the answer is "yes", the company / close corporation or trust is a "personal service provider" and payments made to the company, close corporation or trust are subject to PAYE and SDL. If the answer is "no", please continue in completing this form.

4.) Will the person rendering the services to Transnet render such services mainly at the premises of Transnet and will such person be working under the supervision and control of Transnet as to the manner in which such person's duties are performed?

If the answer is "yes", the company / close corporation or trust is a "personal service provider" and payments made to the company / close corporation or trust are subject to PAYE and SDL. If the answer is "no" please continue in completing this form.

5.) Will your company / close corporation or trust derive more than 80% of its income during the year of assessment from any one client?

If the answer is "yes" the company / close corporation or trust is a "personal service provider" and payments to the company / close corporation or trust be will be subject to PAYE and SDL. If the answer is "no", you should provide Transnet with a written declaration. If a written declaration is provided, no employees' tax will be deducted from payments to be made the company / close corporation or trust.

**For Admin purpose only:**

Company Trading Name	
Company Registered Name	

Personal Service Provider – Not regarded as an employee, therefore no PAYE to be deducted (Accounts Payable)

Personal Service Provider regarded as an employee, therefore PAYE must be withheld (HR / Payroll)

Declaration in terms of 3 or more employee's received?

Declaration in terms of 80% of income?

Name	Signature
Position	Date

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### 1.1 Supporting Documents Required

The table below contains a list of compulsory documentation in relation to the each type of Trade Vendor:

Vendor Documents required									
	Company Registration	Proof of Ownership	Proof of banking details	Income Tax	Vat registration	Company Name Change	Proof of Address	Proof of communication	Proof of BBBEE
Self Proprietor	ID document of Individual	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT - Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant or BBBEE certificate confirming most recent annual turnover and percentage black / youth / disabled ownership
Close Corporation (CC)	CK 1 (Close Corporation Founding Statement)	Shareholdings Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT - Vat 103 certificate	CK2 (Amended Founding Statement)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant or BBBEE certificate confirming most recent annual turnover and percentage black / youth / disabled ownership
Partnership	Letters stating Partners with ID numbers	Partnership agreement	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT - Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant or BBBEE certificate confirming most recent annual turnover and percentage black / youth / disabled ownership
Public Company (Pty Ltd)	CK documents (CM1 & CM29)	Shareholders Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT - Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant or BBBEE certificate confirming most recent annual turnover and percentage black / youth / disabled ownership

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Private Companies – (Pty) Ltd	CK documents (CM1 & CM29)	Shareholders Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant or BBBEE certificate confirming most recent annual turnover and percentage black / youth / disabled ownership
Business Trust	Deed of Trust – Trust agreement	Clear copy of Trustees Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant or BBBEE certificate confirming most recent annual turnover and percentage black / youth / disabled ownership
Non Profit Organizations (NPO)	CK documents (CM1 & CM29)	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant or BBBEE certificate confirming most recent annual turnover and percentage black / youth / disabled ownership
Incorporated company – INC	CK documents (CM1 & CM29)	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant or BBBEE certificate confirming most recent annual turnover and percentage black / youth / disabled ownership
Parastatals / Government Institutions (i.e. Municipalities, Eskom, etc.)	Certified Letter head / Certified invoice	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque Certified Letterhead / Certified invoice	A valid certified original Tax Clearance Certificate / certified letterhead / Certified invoice	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant or BBBEE certificate confirming most recent annual turnover and percentage black / youth / disabled ownership

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<b>Educational Institutions</b> (e.g. Universities, colleges, schools)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant or BBBEE certificate confirming most recent annual turnover and percentage black / youth / disabled ownership
<b>Specialised Professions</b> (E.g. Promotional speakers, Doctors, Specialists etc.)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant or BBBEE certificate confirming most recent annual turnover and percentage black / youth / disabled ownership
<b>Financial Institutions</b> (e.g. banks)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant or BBBEE certificate confirming most recent annual turnover and percentage black / youth / disabled ownership

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## T2.2-36: RFP DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge there is 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:

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

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

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

SIGNED BY \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

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**T2.2-38 : DECLARATION OF UNDERSTANDING**

<b>PROJECT NAME:</b>		<b>DOCUMENT NO:</b>	
<b>PROJECT NO:</b>		<b>DATE:</b>	
<b>CONTRACTOR:</b>		<b>CONTRACT NO:</b>	

I,

(Name)

(Designation)

(Representing)

Declare that I have read and understood the contents of the Occupational Health & Safety Act and Regulations.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

Signed	Signature	Date
Place		
Witness 1:	Signature	Date
Witness 2:		

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## 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:*

1. Bidders to provide a written undertaking that it will not engage in anti-competitive behaviour with regard to the relevant bid;
2. The bidder must provide Transnet with proof of what action has been taken to ensure that bid rigging will not take place again;
3. The bidder must agree that Transnet reserves the right to conduct an independent audit of the bid process;

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



### T2.2-46: Technical Back-up and Support

**Note to tenderers:**

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

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

**NOT TO BE USED**

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

	<b>Technical Back-up</b>
<b>No Response (score 0)</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Poor (score 40)</b>	The tenderer has no technical back-up and support
<b>Satisfactory (score 70)</b>	The tenderer has limited technical back-up and support
<b>Good (score 90)</b>	The tenderer has relevant technical back-up and support but has not dealt with the critical issues specific to the assignment
<b>Very Good (score 100)</b>	The tenderer has outstanding technical back-up and support in projects of a similar nature.

Signed

Date

Name

Position

Tenderer

## T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM (SDB 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 twenty preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder 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 bid 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 Bidder, either before a Bid 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 tax"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contribution 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 2(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** 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 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 bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 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 bid 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 a bidder;

2.12 **"non-firm prices"** means all prices other than "firm" prices;

2.13 **"person"** includes reference to a juristic person;

2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 **"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;

2.16 **"total reserves"** bears the same meaning assigned to this expression in the Codes of Good Practice of 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;

2.17 **"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

2.18 **"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 Bidder obtaining the highest number of bid 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 bidder.

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 Bid will be awarded to the bidder 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 Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.

3.6 Should two or more Bids 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 Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

*Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.*

- 4.2 Bidders who do not qualify as EMEs in terms of the B-BBEE Act 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 Bidders 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.
- 4.4 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.
- 4.5 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 bid.
- 4.6 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.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder 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 Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.8 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.

**5. B-BBEE STATUS AND SUBCONTRACTING**

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 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 an Accounting Officer as contemplated in the Close Corporation Act.

**5.2 Subcontracting:**

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

If YES, indicate:

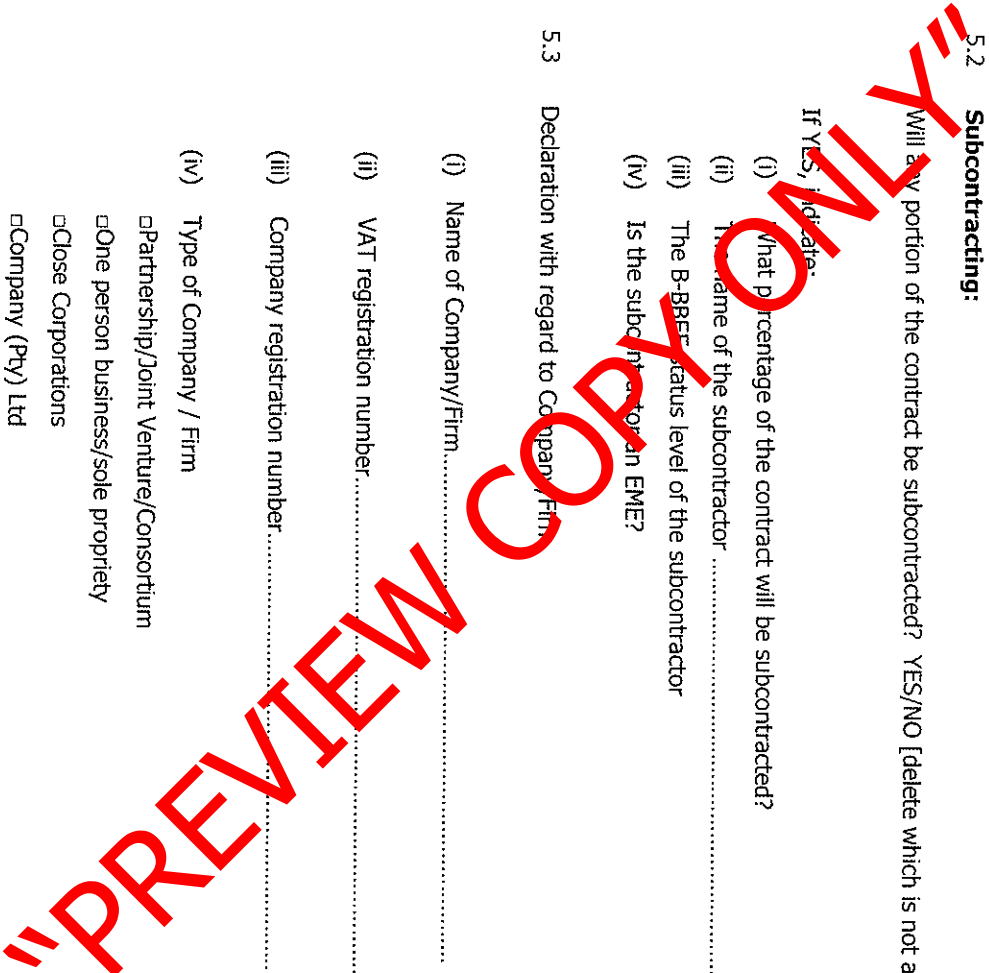
- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the subcontractor .....%
- (iii) The B-BBEE status level of the subcontractor .....%
- (iv) Is the subcontractor an EME? YES/NO

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
    - Partnership/Joint Venture/Consortium
    - One person business/sole propriety
    - Close Corporations
    - Company (Pty) Ltd
- [TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

.....  
.....  
.....  
.....





---

(vi) Company Classification

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g. Transporter, etc

[TICK APPLICABLE BOX]

(vii) Total number of years the company/firm has been in business.....

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**BID 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 bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) enforce the contract and claim any damages which it has suffered as a result of failing to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or any of 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* [the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

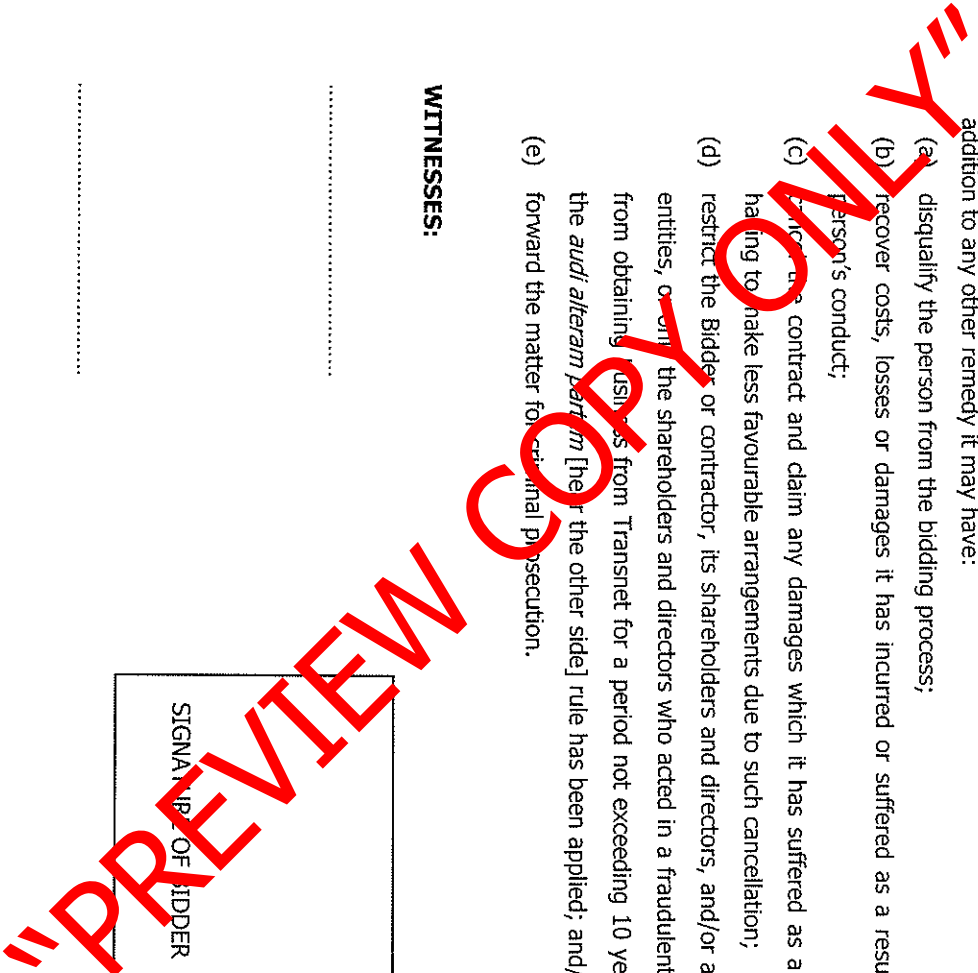
- 1. ....
- 2. ....

DATE:

COMPANY NAME: .....

ADDRESS:.....

SIGNATURE OF BIDDER



## 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 RFP 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 Proposal.
2. I/we further more agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on our allegation that I/we overlooked any RFP/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 Bid 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 Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor, and however communication between partners in a joint venture or consortium will not be construed as consultative bidding.
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 Bid;

e) the submission of a Bid which does not meet the specifications and conditions of the RFP, or

f) bidding with the intention not winning the Bid.

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 RFP relates.

8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid 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 bids and contracts, Bids 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, bidders that submit suspicious bids 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 \_\_\_\_\_ of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

**“PREVIEW COPY”**



**ANNEXURE A: B-BBEE IMPROVEMENT PLAN**

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

*Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.*

*Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.*

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black <sup>1</sup> persons.	Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
2. The percentage of your business owned by Black women.	Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
3. The percentage of the business owned by Black youth <sup>2</sup>	Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
4. The percentage of the business owned by Black persons living with disabilities	Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
5. New Entrants <sup>3</sup> (Early stage business)	Provide a commitment based on the extent to which new entrants will be supported over the contract period.		

1 "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003  
 2 "Black youth" means Black persons from the age of 16 to 35  
 3 "New Entrants" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

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MANAGEMENT CONTROL INDICATOR		Required Responses	Current Status (%)	Future Targets (%)
6.	The percentage of Black Board members in relation to the total number of Board members	Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.		
7.	The percentage of Black female Board members in relation to the total number of Board members	Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.		
8.	Black Executives directors as a percentage of all executive directors	Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.		
9.	Black female executive directors as a percentage of all executive directors	Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.		
<b>Other Executive Management</b>		<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
10.	Black Executive Management as a percentage of all executive directors	Provide a commitment based on the extent to which the number of Black executive Managers would be sustained or increased over the contract period.		
11.	Black Female Executive Management as a percentage of all executive directors	Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.		
<b>Senior Management</b>		<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
12.	Black employees in Senior Management as a percentage of all senior management	Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of <b>overall strategy</b> , over the contract period.		
13.	Black female employees in Senior Management as a percentage of all senior management	Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of		

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		<i>overall strategy, over the contract period.</i>		
Middle Management	Required Response		Current Status (%)	Future Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>			
15. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>			
Junior Management	Required Response		Current Status (%)	Future Targets (%)
16. Black employees in Junior management as a percentage of all Junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total Junior Managers, would be sustained or increased over the contract period.</i>			
17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total Junior Managers, would be sustained or increased over the contract period.</i>			
Employees with disabilities	Required Response		Current Status (%)	Future Targets (%)
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>			
PREFERENTIAL PROCUREMENT INDICATOR	Required Responses		Current Status (%)	Future Targets (%)
19. B-BBEE procurement spend from all Empowering Suppliers <sup>4</sup> based on the B-	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained</i>			

<sup>4</sup> "Empowering Suppliers" means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

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<p>B-BEE procurement recognition level as a percentage of total measured procurement spend</p>	<p>or increased over the contract period.</p>		
<p>20. 20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</p>		
<p>21. B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p>Provide a commitment based on the extent to which B-BBEE spend from EMES would be sustained or increased over the contract period</p>		
<p>22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</p>		
<p>23. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</p>		
<p>24. B-BBEE Procurement Spent from Designated Group<sup>5</sup> Suppliers that are at least 51% Black owned</p>	<p>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract</p>		

(a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.

(b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.

(c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.

(d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMES and QSEs beneficiaries to increase their operation or financial capacity.

<sup>5</sup> "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

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SUPPLIER DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
25. Annual value of all Supplier Development <sup>6</sup> Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development Initiatives, will be maintained or improved over the contract period.</i>		
ENTERPRISE DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
26. The organisation's annual spend on Enterprise Development <sup>7</sup> as a percentage of Net Profit after Tax (NPATT)	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development Initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

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<sup>6</sup> "Supplier Development" means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries.

(a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.  
 Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic competitive supplier base in relation to a particular industry.

<sup>7</sup> "Enterprise Development" means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;

Respondent's Signature

Date & Company Stamp

# C1.1 Form of Offer & Acceptance

## Offer

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

**AS AND WHEN ELECTRICAL MAINTENANCE, BREAKDOWNS AND REPAIRS OF PLANT AND INFRASTRUCTURE FROM DURBAN TO PORT SHEPSTONE, STANGER AND CATO RIDGE . "As and When" required basis for 24 months**

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	
Value Added Tax @ 14% is	
The offered total of the Prices inclusive of VAT is	
(in words) (Not Applicable – Cost Reimbursable)	

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: Service Information

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

Deviations, 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 the 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) Boitumelo Manyakalle

Capacity Regional Supply Chain Manager

**for the  
Employer**  
Transnet SOC Limited  
100 Eel Road  
Bayhead  
Durban

Name &  
signature of  
witness

Date

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

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		

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

Name &  
signature  
of witness

Date

Bhikantoo Manyakalle

Regional Supply Chain Manager

Transnet SOC Limited  
100 Eel Road  
Bayhead  
Durban

- 3 Insurance against: Loss of or damage to Equipment (Temporary Works only) as stated in the PCI Insurance policy for contract Works and Public Liability  
Cover / indemnity is: Is to the extent as stated in the PCI insurance policy for Contract Works / Public Liability  
The deductibles are: As stated in the PCI insurance policy for Contract Works / Public Liability
- 4 Insurance against: Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon  
Cover/indemnity is : Cover / indemnity is to the extent provided by the SASRIA coupon  
The deductibles are : As stated in the SASRIA coupon

83.1 The Contractor provides these additional insurance

1. Where the contract requires that the design of any part of the works shall be provided by the Contractor he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected
2. Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.
3. Should the Employer have an insurable interest in such items during manufacture of fabrication, such interest shall, unless noted by endorsement to the Contractor's policies of insurance as well as those of any subcontractor
4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5,000,000.00



5. The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor

**9 Termination**  
 There is no Contract Data required for this section of the conditions of contract.

**10 Data to remain Option clause**

E	Priced contract with price list	
20.4	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	1 week

**11 Data for Option W1**

W1.1 The Adjudicator is (Name)  
 Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an Adjudicator.

W1.2(3) The Adjudicator nominating body is:  
 The Chairman of the Association of Arbitrators (Southern Africa)

If no Adjudicator nominating body is entered, it is  
 The Association of Arbitrators (Southern Africa)

W1.4(2) The tribunal is:  
 Arbitration

W1.4(5) The arbitration procedure is  
 The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is  
 Durban

The person or organisation who will choose an arbitrator  
 - 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)

**12 Data for secondary Option clauses**

TRANSNET FREIGHT RAIL  
ENQUIRY NUMBER: CRAC-DNR 18423  
DESCRIPTION OF THE WORKS: AS AND WHEN ELECTRICAL MAINTENANCE, BREAKDOWNS AND REPAIRS OF  
PLANT AND INFRASTRUCTURE FROM DURBAN TO PORT SHEPSTONE, STANGER AND CATO RIDGE

X2	Changes in the law	No additional data is required for this Option
----	--------------------	--

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# C1.2 Contract Data

## Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Term Service Contract (April 2013) and the relevant parts of its Guidance Notes (TSC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete.

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):

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Address  
 Tel No.  
 Fax No.  
 E-mail address.

11.2(8) The direct fee percentage is %

The subcontracted fee percentage is %

11.2(14) The following matters will be included in the Risk Register

24.1 The key persons are:

- 1 Name:
- Job:
- Responsibilities:
- Qualifications:
- Experience:
- 2 Name:
- Job:
- Responsibilities:
- Qualifications:
- Experience:

CV's (and further key person's data including CVs) are in

E	Cost reimbursable contract	The document called 'Price List' Part 2 of this contract
11.2(12)	The price list is in	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

## 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 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 conditions of contract are the core clauses and the clauses for main Option:

E: Cost reimbursable contract

W1: Dispute resolution procedure

dispute resolution Option  
and secondary Options

X2 Changes in the law

of the NEC3 Term Service Contract  
(June 2005)<sup>1</sup> and amended June 2006  
and April 2013)

10.1 The Employer is:

Transnet SOC Ltd

Address

Registered address:

Carlton Centre  
150 Commissioner Street  
Johannesburg

Having elected its Contractual Address  
for the purposes of this contract as:

Transnet Freight Rail  
100 Eel Road  
Bayhead  
Durban  
4001

Postal Address:  
P O Box 43493  
Rossburgh

4072

Tel No.

031 361 3374

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

Fax No.

031 361 4085

10.1 The Service Manager is :

Logan Govender

Address

Transnet Freight Rail  
50 Fish Eagle Road  
Bayhead  
Durban  
4001

Tel

031 361 5400

Fax

031 361 5927

e-mail

Logan.Govender@transnet.net

11.2(2) The Affected Property is

Durban to Port Shepstone, Stanger and Cato Ridge

11.2(13) The services are

Electrical Maintenance, Breakdowns and Repairs of Plant and Infrastructure.

11.2(14) The following matters will be included in the Risk Register

None

11.2(15) The Service Information is

The Scope of Services

12.2 The law of the contract is the law of

the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The language of this contract is

English

13.3 The period for reply is

2 weeks

2 The Contractor's main responsibilities

No additional data is required for this section of the conditions of contract.

3 Time

30.1 The starting date is.

22 September 2015

30.1 The service period is

24 months

4 Testing and defects

No additional data is required for this section of the conditions of contract.

5 Payment

50.1 The assessment interval is

On the 25<sup>th</sup> of the month

51.1 The currency of this contract is the

South African Rand ZAR

51.2 The period within which payments are made is

Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.

51.4 The interest rate is

the prime lending rate of the Standard Bank South Africa.

6 Compensation events

No additional data is required for this section of the conditions of contract.

7 Use of Equipment Plant and Materials

No additional data is required for this section of the conditions of contract.

8 Risks and insurance

83.1 The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer's* property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Service for any one event is:

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

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

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

83.1 The *Employer* provides the insurances from the Insurance Table

1 Insurance against:

Loss of or damage to the works, Plant and Materials is as stated in the PCI insurance policy for Contract Works/ Public Liability.

Cover / indemnity is:

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

The deductibles are:

as stated in the PCI insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)

2 Insurance against:

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

Cover / indemnity is

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

The deductibles are:

as stated in the PCI insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)

## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option E	1
C2.2	Price List	1

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## C2.1 Pricing instructions: Option E

### 1.1 The conditions of contract

### 1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006)  
Option A states:

#### Identified 11

and defined terms 11.2 (18) The Price for Services Provided to Date is the Defined Cost which the Contractor has paid plus the Fee.

(21) The Prices are the amounts stated in the Price column of the Price List. If no Price List is included, the Prices are the Defined Cost plus the Fee.

### 1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure provided by the Contractor is based on the activity/milestone provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

1.3.4 The Contractor's detailed Price List summates back to the activity milestone provided by the Employer and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.



# C3: Scope of Work

## C3.1 Works Information

### 1. Description of the works

This contract covers the provision of Electrical maintenance, repairs and breakdowns for all types of Plant and Infrastructure for Transnet Freight Rail in the KwaZulu-Natal region. Work will be undertaken on an as and when required basis, as set out in this specification and schedule of prices.

- Durban to Stanger
- Durban to Port Shepstone
- Durban to Cato Ridge

Work will be undertaken on an "As and When" required basis, as set out in this specification and schedule of prices.

### 2. Extent of the work

The Contractor must be competent in all the following work disciplines:

- Electrical light and heavy current.

And the following sub disciplines: plumbing, bricklaying, plastering and painting.

This specification includes for a maintenance, repair and breakdown service contract on an "As and When" basis for all Electrical Plant and Infrastructure.

The contractor must commence **Emergency Work** within two hours of notification.

The Contractor must commence **Day to Day** work within twenty-four hours of notification.

### 3. Requirements on site

The contractor must make his/her own arrangements for electrical power and water supplies, from the nearest Transnet outlet to the work site.

The Contractor must provide all necessary Labour, material, tools, plant and transport to carry out the work.

The works must be completed to the satisfaction of the Technical Officer and the work site must be left in a clean and tidy state at all times.

Where available, only materials that have the S.A.B.S. stamp of approval must be used.

The Contractor must not turn off any Electrical or water supply without obtaining permission from the Technical Officer.

The Contractor must be in possession of or have access to a cellular phone and a facsimile machine.

#### 4. Main area of operation

The work site is on Transnet freight Rail's Plant and infrastructure in the Durban area including North coast up to Stanger, the South Coast down to Port Shepstone and inland up to Cato Ridge area in the Kwazulu-Natal region.

#### 5. Compliance with statutes and safety rules

The Contractor must at his cost comply with all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant regulations framed there under which are applicable to the work to be undertaken.

The Contractor must, in particular, at his own costs comply with the following Acts:

The compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 and any amendments thereof. The Contractor must produce proof of his registration and good standing with the Compensation Commissioner in terms of the act.

The Contractor undertakes to carry out its obligations in accordance with the requirements of the Occupational Health and Safety Act No 85 of 1993 and to comply with all requirements of the said act and any amendments thereof. The Contractor also undertakes to comply with the Safety rules of Transnet, as adopted from time to time.

In addition the Contractor must report all accidents in writing to the Technical Officer. Any accident resulting in the death or injury to any person on the Works must be reported within 24 hours of its occurrence, and any other accident must be reported within 48 hours of its occurrence.

All electrical work carried out by the contractor must comply fully with the new **Electrical Code of Practice SANS 10142-1 including all regulations referred to in SANS 10142-1 and any amendments thereof**. Contractor must supply the Transnet Freight Rail's Technical Officer with a compliance certificate for all new and/or altered electrical circuits upon completion of electrical works.

#### 6. Hours of duty

All work must be carried out between the hours of 07H00 and 16H00, Monday to Friday, unless otherwise arranged with the Technical Officer.

#### 7. Procurement

##### 7.1 Contractors Invoice

7.1.1 When the *Project Manager* certifies payment (see TSO's Circular 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

7.1.3 The invoice states the following:

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

- The Contract number CRAC-DNR -18423
- The invoice contains the supporting detail

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

7.1.5 Invoices submitted by post are addressed to:

Transnet Freight Rail  
P. O Box 43493  
Rossburgh  
4072

For the attention of The Contract Specialist, Transnet Freight Rail

7.1.6 Invoices submitted by hand are presented to:

Transnet Freight Rail  
100 Eel Road  
Payhead  
Durham, 4001

7.1.7 The invoice is presented as an original.

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## PART 4: SITE INFORMATION

### 1. Description of the Site and its surroundings

#### 1.1. General description

The work site is situated in Plant and Infrastructure between Durban and Port Shepstone, Stanger and Cato Ridge. All these buildings have controlled access and an induction is required prior to construction, repairs, and maintenance replacement of aircons.

#### 1.2. Existing buildings, structures, and plant & machinery on the Site

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

The *Contractor* shall undertake the work in a way that causes the least possible inconvenience to any of the occupants and other services in the aforementioned buildings.

#### 1.3. Hidden services

It is the responsibility of the *Contractor* to detect and protect the existing services. The *Contractor* shall liaise with the *Project Manager* in this regard before commencing with work. Due to its long history, it is assumed that the site area has numerous buried services that may be affected by major excavations. Care must be taken in digging is required to lay cables or lay bases for condensing units.

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

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Doc No.	TFR-15M-RN-R8C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	<b>HEALTH AND SAFETY SPECIFICATION</b>



<b>PROJECT NAME</b>	ELECTRICAL MAINTENANCE,		
<b>PROJECT NUMBER</b>	CRAC - DNR-18423		
<b>PROJECT LOCATION</b>	TWEEDIE AND MERRIVALE		
<b>PROJECT SCOPE</b>	ELECTRICAL MAINTENANCE, BREAKDOWNS AND REPAIRS OF PLANT AND INFRASTRUCTURES.		
<b>PROJECT DURATION</b>	27 Months		
<b>COMPILED BY</b>	FATIMA SHETTY - SAFETY SPECIALIST	DATE	
	SIGNATURE		
<b>APPROVED BY</b>	GONNIE MADSEN	DATE	
	SIGNATURE		
<b>RESPONSIBLE SEGMENT</b>	REAL ESTATE MANAGEMENT		
<b>CONTRACT SPECIALIST</b>	ISAAC.M.POTGIETER		

DRAFT

PREVIEW

Doc No.	TFR-ISM-RN-R&C-FM009	Rail Network Rehabilitation and Construction
Eff. Date	01 April 2014	<b>HEALTH AND SAFETY SPECIFICATION</b>

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31. Health, Safety and Environmental Stats
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33. Welfare Facilities
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## 1. Purpose

The purposes of this Health, Safety and Environmental Specification is to outline the Health, Safety and Environmental requirements pertaining to Rehabilitation and Construction projects. Also to ensure:

- Compliance with the requirements of Construction Regulations and HSE Legislation as well as Transnet Freight Rail.
- HSE requirements are budgeted for.
- Continuous improvement of HSE.

## 2. Scope

This specification applies to all Rehabilitation and Construction contractors and vendors.

## 3. Abbreviations

<b>HSEEP</b> – Health, Safety and Environmental Plan
<b>RC</b> – Rehabilitation and Construction
<b>RN</b> – Rail Network
<b>SOP</b> – Standard Operating Procedures
<b>TFR</b> – Transnet Freight Rail
<b>COLD</b> – Compensation for Occupational Injuries and Diseases
<b>EMP</b> – Environmental Management Plan
<b>DOL</b> – Department of Labour
<b>HCS</b> – Hazardous Chemical Substances
<b>MSDS</b> – Material Safety Data Sheet
<b>OHS</b> – Occupational Health and Safety
<b>PPE</b> – Personal Protective Equipment
<b>HSE</b> – Health, Safety and Environment
<b>KZN</b> – KwaZulu Natal

## 4. Definitions

Contractors, vendors and any other person is advised to consult the Construction Regulations, OHS Act, Act 85 of 1993 and Environmental Management Act regarding the clarification of certain words used in this specification.



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## 5. Policies

The contractor shall develop and implement health, safety and environmental policies regarding protection of the employees and environment.

## 6. HSE Budget

The contractor shall make provision for the cost of HSE measures in order to ensure safe execution of construction work.

## 7. Health, Safety and Environmental Plan (HSEP)

The Contractor shall develop and implement a health, safety and environmental plan in accordance with this health, safety and environmental specification. The health, safety and environmental plan must provide a systematic method of managing hazards according to the risk priority, and must include all mobilization and site set-up activities. The HSEP must be in writing and project specific.

The HSEP shall be accepted by the Regional RC safety department i.e. Gauteng, KZN and Cape prior to mobilization to the construction site.

Any proposed amendments or revisions to the approved HSEP shall be submitted to RC for consideration and acceptance.

## 8. Legal and Other Appointments

The contractor shall appoint in writing all employees as per project requirements. The duties of appointed employees shall be clearly stated in the appointment letter.

## 9. Project Organogram

The appointed contractor shall draw up an organogram detailing all the key role players and their contact details for the construction project.

## 10. Training and Competency

The Contractor shall ensure that all employees working in the construction site are adequately trained and competent in the type of work to be performed. The contractor shall provide valid documentation (e.g. certificate, licence etc.) to verify that employees are competent and have appropriate qualifications, job skills and training as required by applicable legislation.

Proof of the following minimum health and safety training is required before construction work commences:

- Management and Supervisory Appointees

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- IRCON
- Legal Liability
- HIRA (Hazard Identification and Risk Assessment)
- Incident Investigation
  - Safety Officer
  - SAMTRAC
  - Incident Investigation/Root Cause Analysis Technique
  - IRCON
  - HIRA
  - National Diploma in Safety Management or other relevant national diploma (if possible)
- HSE Representative
  - HSE Representative course 3/5 days
  - Level 1 Incident Investigation
  - First Aider
    - First Aid Level 1
  - Employees
    - Basic health and safety training

The contractor's employees shall, where required by legislation be in position of relevant certificates or permits where operation being performed requires such certification, for example welder, crane operator, erectors, flagmen etc. The contractor shall develop a training matrix and implement it accordingly.

## 8.1 Induction Training

### • Project Induction

The contractor shall ensure that all employees undergo RC induction prior to commencement of construction work. This RC induction training shall be conducted by Line Representative to ensure that contractor's employees are aware of and conversant with the requirements of this HSE Specification, Site Rules, Environmental Requirements and other requirements. The contractor shall ensure that all employees present a certificate of fitness to the trainer or safety officer prior to induction training. Failure to present a certificate of fitness will result to an employee not being allowed to partake in the induction training. The contractor shall keep records of all inducted employees.

### • Site specific induction

The contractor shall ensure that all employees undergo site specific induction focusing on applicable legislative rules, site rules and requirements, existing hazards/risks and SOP's including emergency procedures etc. This induction training is the responsibility of the

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contractor. Whenever there is change in a scope of work or major incident or new method of doing work, employees must be re-inducted.

- **Visitors induction**

The contractor shall ensure visitors undergo site induction training prior to being allowed access to construction site. The contractor shall make proof of Induction training available in the form of attendance register and/or induction badge.

- **Refresher induction**

The contractor shall ensure that all employees undergo refresher induction training after an absence of seven (7) consecutive days from the project site.

### **11. Letter of Good Standing & Tax Clearance**

Prior to commencing of Construction work, a contractor shall submit valid Letter of Good Standing issued by the Compensation Fund or any other licensed insurer. On expiry of the said letter, the contractor shall resubmit the updated/ valid one for the duration of the construction project. No construction work shall be done without a valid letter of good standing.

A copy of valid Tax Certificate shall be submitted together with the Letter of Good Standing.

### **12. Notification of Construction Work to Dept. of Labour**

A contractor shall notify the Provincial Director of the Department of Labour in writing before carrying out any construction work within 7 days. The contractor shall ensure that a copy of notification is kept safe on site for inspection by Department of Labour inspector or TFR representative.

### **13. Client Health, Safety and Environmental Specification**

A principal contractor or contractor shall provide Client's HSE Specification to other contractors working for the principal contractor or contractor. The HSE Specification shall be kept in the contractor's safety file for reference. Before a contractor can appoint another contractor, the appointing contractor shall furnish R&C Regional Safety Office with the HSE File of the contractor to be appointed for approval.

### **14. Mandatory Agreement (37.2)**

R & C Project Manager and the appointed Contractor Representative shall sign the 37(2) agreement prior to commencement of construction work. The agreement will confirm that the appointed person of any company shall remain responsible and accountable for his own employees, including any labour hire employees.

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**15. Site Access Certificate**  
R & C Project Manager shall issue site access certificate prior to commencement of construction work to all appointed contractors after the approval of the HSE File.

**16. Site Establishment**  
Site establishment shall commence as soon as the Site Access certificate has been granted. In addition, the appointed contractor shall develop a traffic plan for the site to ensure the safe movement of pedestrians, vehicles and all construction mobile plant.  
This traffic plan shall be reviewed when necessary. Contractors shall ensure that established sites are adequately secured to protect material, plant, equipment and people.

**17. Medical Certificate Of Fitness**  
Prior to commencement of work, the contractor shall demonstrate or confirm in writing that his/her employees have been declared medically fit by the Registered Occupational Health Practitioner. A contractor shall conduct periodic risk based medical examinations as prescribed by the Occupational Health and Safety (OHS) Legislation for projects longer than 12 months, the contractor shall ensure that employees undergo medical examinations at least once a year. Records of such must be kept in safe place and made available on request.

**18. Health, Safety and Environmental Meeting**  
The Contractor shall conduct monthly project safety meetings with his employees to address HSE related issues and promote safe practices. Records of such meetings including the attendance registers shall be made available to employees and for inspections and audits purposes.

**19. Risk Management**

**19.1 Hazard Identification and Risk Assessment (HIRA)**  
The contractor shall conduct an initial Hazard Identification and Risk Assessment prior to commencement of construction work. Thereafter the contractor shall review the HIRA when there is an incident/accident and/or changes in the scope of work, plant, machinery, equipment, etc.  
The contractor shall implement identified control measures to ensure that the risk(s) is/are kept as low as reasonably practicable. A contractor shall appoint a competent risk assessor to facilitate the HIRA process. This HIRA shall be signed and approved by contractor's management.  
The approved HIRA shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

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## 19.2 Safe Work Procedures (SWPs) and Other Procedures

The contractor shall develop and implement safe work and other procedures, to ensure that the construction activities are carried out in a safe manner and without risk to the health and safety of employees and the environment. These procedures shall be signed and approved by the contractor's management.

The approved procedures shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

## 19.3 Planned Task Observations (PTOs)

The contractor shall identify critical tasks/activities and develop a schedule for task observations. The Contractor shall then conduct PTOs as per the task schedule. When sub-standard practices are identified they shall be discussed with the employee concerned and rectified immediately.

The PTOs shall be conducted by the following persons:

- Manager at least once a month
- Supervisor at least once a month, and
- Other

The records shall be kept on site for inspections and audits purposes.

## 19.4 Method Statements

The contractor shall compile method statements detailing the key activities to be performed in order to reduce as reasonable practicable the hazards identified in their risk assessment.

The method statement shall be signed and approved by the contractor's management.

The approved method statement shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

## 19.5 Daily Safety Task Instructions (DSTI)

R & C shall provide contractors with the DSTI template for implementation.

The contractor shall conduct DSTI on a daily basis before work commences and/or when the scope of work changes.

The contractor shall complete the DSTI regarding tasks for the shift, specific hazards and specific precautions and also refer to and discuss the precautions and controls of the relevant Risk Assessments with his/her team. The Supervisor and his team shall then sign the DSTI acknowledging communication thereof.

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#### **19.6 Daily Safety Toolbox Talks**

The contractor shall conduct a toolbox talk daily. One topic shall be discussed per week based on the risks associated with the construction projects or on the requirements of Transnet. The contractor shall develop a one page toolbox talk that will be discussed on construction site.

The records of communication shall be kept on site for inspections and audits purposes. It should be short (5 – 10 minutes) and to the point with a specific safety message.

### **20. Incident Management**

#### **20.1 Incident Reporting**

The contractor shall report any work related incidents including "near misses" that have occurred on a construction site. The incident shall be reported immediately to R&C Management including HSE Department using the following mechanisms:

- verbally
- telephonically or
- via sms

Thereafter, the contractor shall submit a detailed incident notification to R&C Representative who will in turn complete a flash report within 24 hours of the occurrence.

#### **20.2 Incident Investigation**

The contractor shall investigate an incident in conjunction with R&C Representative(s) within seven (7) days of the occurrence. A detailed investigation report shall be submitted to R&C Representatives within seven (7) days of the occurrence.

#### **20.3 Incident Record Keeping**

The contractor shall keep all incident records as stipulated in the OHS and Environmental Legislation.

#### **20.4 Incident Close Out**

The contractor shall ensure that incident recommendations are implemented and closed out. The proof of incident close out shall be submitted to R&C Representative for capturing.

### **21. Project Health, Safety and Environmental (HSE) Inspection Records**

The contractor shall conduct monthly HSE inspections to ensure compliance with R & C requirements and records of such inspections shall be kept on site for scrutiny by either R & C HSE department or Department Of Labour Inspectors.



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## 22. First Aid Services

The Contractor shall ensure that he/she implements and complies with OH&S Act - General Safety Regulation 3. The Contractor shall provide a person qualified to give First Aid attention on the Site at all times. The competency certificate must be valid for three (3) years and provided by an accredited service provider. The Contractor shall provide and maintain First Aid equipment on site. The equipment is up to standard as prescribed by the Statutory Regulations.

- **First Aid Boxes**

The contractor shall provide first boxes/kits with contents as per minimum legal requirements. Boxes shall be provided in all working areas and kept locked. Records of such are to be kept in an appropriate register of all treatment done.

- **Smoking**

The contractor shall not permit smoking on site except within designated smoking areas selected in accordance with applicable Laws, Rules, Regulations, and Policies.

- **Sun Protection**

The contractor shall ensure that all employees are protected in sunlight by the use of long sleeve shirts, long trousers, and brims on safety helmets, UV factored sunscreen and shade structures.

The contractor shall conduct Training and Awareness Sessions with his/her employees, advising on the risks of working in the heat and dehydration and the precautions to be taken including an acceptable fluid intake depending on conditions. The contractor shall ensure that adequate water is made available to his/her employees.

## 23. Project Health, Safety and Environmental Audits

The HSE Department will conduct internal HSE audits to ensure compliance with R & C requirements. The audit schedule will be determined by the HSE department and will be communicated to the contractor. Contractor's line management shall form part of the HSE audits conducted by R & C HSE department. Findings of the audit will be communicated to the contractor after the audit has taken place on site. Thereafter a detailed report will be forwarded to the contractor within seven (7) days of post audit.

## 24. Contingency/Emergency Plan, Procedure & Contact Numbers

The contractor shall prepare an emergency procedure which will address any emergency situation that is likely to occur on a project site. The procedure must, in particular, emphasise the importance of the contractor's role in communicating the procedure to all of their site personnel and clearly define the steps and actions the person reporting the emergency is responsible for.

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The Emergency Preparedness Plan deals with the emergency situation as fast and efficiently as possible, to minimise loss of life, the protection of property and the maintenance of services necessary for the wellbeing of employees. The plan shall include valid local emergency contact numbers and must be easily accessible.

## **25. Mobile Plant and/or Construction Vehicles Inspection and Maintenance Records**

The contractor shall ensure that all the construction vehicles and mobile plants are of an acceptable design and construction, maintained in a good working order, are on daily basis inspected prior to use by competent person who has been appointed in writing and the findings of such are recorded in the register. Before the contractor's plant and machinery could be allowed on site, the R & C representative will conduct inspection on them and when compliant they will be given access to R & C sites.

## **26. Registers**

The contractor shall ensure that the registers for example tool, plant, machinery, etc. are kept up to date on site for inspection and audit purposes.

## **27. Checklists**

The contractor shall cause that monthly inspections are conducted and that all relevant checklists are used. These should be kept on site for inspection and audit purposes.

## **28. Substance Abuse Management**

The contractor shall develop and implement substance abuse management policy. The policy shall include the frequency of testing and steps to address issues relating to substance abuse and work wellness. The testing of substance shall be conducted by competent person. The results of such tests shall be kept safe and made available during inspection and audits.

## **29. Material Safety Data Sheets(MSDS)**

The contractor whom the scope of work requires him/her to make use of any chemicals, shall be in a possession of a relevant MSDS/s. The MSDS/s shall then be communicated to the employees and be kept on site as a record.

## **30. Health, Safety and Environmental Statistics**

The contractor shall complete and submit consolidated HSE stats to R & C representative on the last day of every month.

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### 31. Copy of the OHSACT Act (85 of 1993) & Other Statutory Legislations

The contractor shall keep a copy of the Occupational Health and Safety Act 85 of 1993 with the regulations and any other statutory legislation on site at all times.

### 32. Welfare Facilities

The Contractor shall provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- At least one sanitary facility (Toilets) for each sex and for every 30 workers, changing facilities for each sex; and sheltered eating areas.

### 33. Hygiene

The Contractor shall ensure that its personnel maintain high standards of hygiene in connection with the performance of work. All work areas shall be maintained in a clean and tidy state and must promptly and appropriately dispose of all waste material.

### 34. Contractor Health, Safety & Environmental File Contents

The contractor shall prepare an HSE file and submit it to R & C representative for approval and the files shall contain but not limited to the following documents:

- Notification of Construction
- Valid Letter of Good standing with the Compensation Commissioner
- Tax Clearance Certificate
- Policies
- All legal appointment letters
- List of Contractor's Employee,
- Site specific SHE Plan
- Hazard Identification & Risks Assessments (Issue base)
- Method Statements
- SHE Induction Training
- Certificates of medical fitness
- Equipment maintenance and inspection
- PPE Issue control sheet
- Training Records
- Standard Operating Procedures (SOP's)
- Safe Working Procedures
- Daily Safety Talks

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- Project Audit Records
- Incident Management
- Contingency/ Emergency Plan, Procedure & Contact Numbers
- Project Registers/Forms
- Checklists
- RC HSE Specification
- Substance Abuse Management
- HSE Stats
- Material Safety Data Sheet (MSDS)
- Copy of the OHS Act & Regulations and Other Statutory Legislation
- Inspection records
- Project related procedures
- Planned Test Observations
- Environmental Management Plan
- Additional Task Controls and requirements

The contractor shall keep the file on site for inspection and audit purposes.

### 35. Environmental Management

The contractor shall ensure that his/her site complies with the requirements of the National Environmental Management Act (NEMA), 107 of 1998 (duty of care principles) and is committed to the care of the environment and therefore making an effort in implementing best practices in this regard. The contractor working or operating on R & C premises are therefore obliged to operate in an environmental friendly manner and put measures in place to prevent pollution and damage to the environment.

### 36. Waste Management

The contractor shall institute on-site waste management general duties and take all reasonable measures to:

- Dispose in a responsible manner according to waste manifesto and approved waste disposal site. Record should be kept of waste disposed according to safe disposal certificates. These certificates should be kept by contractor and copies with R & C HSE Department. Daily waste disposal should be captured in site diary.
- Not endanger health/environment/cause nuisance-noise, odour or visual impact
- Prevent any employee/any person under supervision from contravening this Act
- Prevent the waste used for unauthorized purpose

The waste management program will address, but is not limited to, the following:

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- An inventory of expected wastes and their categories;
- Categories of waste;
- Plan of dealing with waste (Waste Management Plan)
- Compliance with local authority requirements;

### **37. Handling of Waste on Sites**

The contractor shall have an Environmental Control Plan, which shall be approved by R & C representative. This control plan which must be kept on site at all times must include but not limited to the following:

- Dust control measures
- Noise control (e.g. source of noise, levels and abatement measures)
- Water Management
- Waste Management
- Sewer treatment disposal plan
- Waste Management Plan (Identify types of waste to be generated)
- Pollution control
- Spill response plan
- Rehabilitation and re-vegetation of site

### **38. Other Records**

The contractor shall keep any other records required in terms of Occupational Health and Safety Act 85 of 1993 and Regulations to ensure safe execution of the construction project including good practices.

### **39. Additional requirements**