

NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

Transnet SOC Ltd

Registration Number 1990/000900/06

(hereinafter referred to as the "Employer")

and

TBA

Registration Number <%Agreement.CompanyRegistrationNo%>
(hereinafter referred to as the "Contractor")

Description of the Works

02WF001A Replacement of carpet tiles with porcelain tiles,
03RK010A supply cantilever car parking net, 02AF032A supply
and install sign counter with pigeon holes and 02XF002A
replacement of carpet tiles at CTC in Vryheid

Contract Number

ERAC-EMU-19969

Start Date

01 March 2015

Completion Date

30 April 2015

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TRANSNET FREIGHT RAIL
ENQUIRY NUMBER: ERAC-EMU-19969
DESCRIPTION OF THE WORKS: 02WFO01A REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES, 03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for 02WFO01A Replacement of carpet tiles with porcelain tiles, 03RK010A supply cantilever car parking net, 02AF032A supply and install sign counter with pigeon holes and 02XF002A replacement of carpet tiles at CTC in Vryheid for a period of two months

Tenderers should have a CIDB contractor grading designation of 2GB or higher.

Preferences are offered to tenderers who submit their original valid SANAS accredited B-BBEE verification certificate, or a certificate issued by a Registered Auditor approved by the Independent Regulatory Board for Auditor (IRBA), in accordance with the approved granted by the DTL, or a certified copy thereof substantiating their B-BBEE rating. QSE's and EME's are allowed to submit a letter from a Registered Accountant or a Sworn Affidavit in accordance with the approval granted by the DTL. Tenderers can submit an original or a certified copy of the BBBEE Certificate; copies that are not certified will amount to zero preference points awarded.

Only tenderers who attend the compulsory clarification meeting are eligible to submit tenders
Only tenderers who meet the minimum pre-qualification criteria of 80% in terms of Quality (Functionality) will be eligible for further evaluation.

The physical address for collection of tender documents is **TFR, Malahle House, 4 Kiewiet Street, Empangeni, 3880.**

Documents may be collected during working hours after **08:00hrs to 15:00hrs on Monday, 11th January 2016 till 15:30hrs, 19th January 2016.**

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

Ms Barbara Bhengu

Tel No 035 906 7669

Fax No. 011 774 9815

Email Barbara.Bhengu@transnet.net

A compulsory clarification meeting with representatives of the Employer will take place at Transnet Freight Rail, 1 Hlobane Road, CTC Building, Boardroom, Vryheid on the 20th January 2016 starting at 11:00hrs. After the clarification there will be compulsory site visit, it is compulsory for all tenderers to visit the site.

The closing time for receipt of tenders is **10:00hrs on the Thursday, 28th January 2016 at The Chairman, Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, 2001.**

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PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

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

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

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

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

"PREVIEW COPY ONLY"

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

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail	Project No.:	ERAC-EMU-19969
Fax No. (011) 773 9815	Tender No.:	ERAC-EMU-19969
Attention: Barbara Bhengu	Closing Date:	28 th January 2016

FOR: 02WF001A REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES, 03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRVHEID

Check

We: Do wish to tender for the work and shall return our tender by the due date above Yes ☐
Do not wish to tender on this occasion and herewith return all your documents received No ☐

REASON FOR NOT TENDERING:

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

SIGNATURE: _____

TITLE: _____

T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



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

F.1 General

F.1.1 Actions

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

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. Employers, 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 refuse themselves from the procurement process, as appropriate.

Note:

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

F.1.1.3

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2

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

F.1.3.3

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

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

F.1.4

Communication and employer's agent

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

F.1.5

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

F.1.5.1

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

F.1.6

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.1.6.3.2.1

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1

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

F.2.1.2

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with Instructions issued by the employer, or necessary to correct errors made by the tenderer. All

signatories to the tender offer shall Initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if

a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2

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

F.2.13 Submitting a tender offer

F.2.13.1

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

F.2.13.2

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

F.2.13.3

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

F.2.13.4

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

F.2.13.5

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

F.2.13.6

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

F.2.13.7

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

F.2.13.8

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

F.2.13.9

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

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

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

F.2.15 Closing time

F.2.15.1

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

F.2.15.2

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

F.2.16 Tender offer validity

F.2.16.1

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

F.2.16.2

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

F.2.16.3

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

F.2.16.4

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1

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

F.2.18.2

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

F.3.8.2

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

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

F.3.8.3

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1

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

F.3.9.2

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

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

F.3.9.3

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

F.3.9.4

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3

Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

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

$$TEV = NFO + NP$$

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

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

F.3.11.4

Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

$$TEV = NFO + NQ$$

where:

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

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

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

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

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

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

$$TEV = NFO + NP + NQ$$

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

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

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

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

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

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

F.3.11.6

Decimal places

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

F.3.11.7

Scoring Financial Offers

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

$$NFO = W1 \times A$$

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

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

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

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

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

^a

P_m is the comparative offer of the most favourable comparative offer.

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

T1.2 Tender Data

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

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

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

Clause	Data
F.1.1	The Employer is Transnet SOC Ltd (Reg No. 1990/000900/30)
F.1.2	The tender documents issued by the Employer comprise: Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data C2.2 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 instructions C2.2 Price List Part C3: Scope of work C3 Works Information Part C4: Site information C4 Site information
F.1.4	The Employer's agent is: Name: Barbara Bhengu Address: Malahle House, 4 Kiewiet Street, Empangeni, 3880 Tel No. 035 906 7669 Fax No. 011 774 9815 E – mail Barbara.Bhengu@transnet.net
F1.6	The competitive negotiation procedure shall be applied.

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ENQUIRY NUMBER: ERAC-EMU-19969
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03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH
PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

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

1. Tenders will only be accepted if:

a) Attendance of the compulsory clarification meeting in terms of F.2.7 below, by a representative of the tendering entity

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 2GB 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 2GB or higher 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 2GB 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:

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Quality criteria	Sub-criteria	Maximum number of points
Programme	<ul style="list-style-type: none"> The contractor must state when he/she intend to start and complete the job. This must also be supported by providing a working programme, which after awarding will then be used as a monitoring tool on work progress. Point given should be based on the duration and sequential project activities. 	30%
Management and CV's of key persons	<ul style="list-style-type: none"> Management and CV's of key persons should have names and job titles of all the contractor's staff who will be involve in the proposed project and have the qualifications and experience 	10%
Health and Safety Plan	<ul style="list-style-type: none"> Safety Plan should be a written document that describes the process for identifying the physical and health hazards that could harm workers, procedures to prevent accidents, and steps to take when accidents occurs. Safety plan with job safety analysis that communicated with the project scope is required. The job safety analysis (JSA) should be based on the work programme activities and method statement. The safety plan should also identify (key) project personnel and their responsibilities. 	10%
Previous Experience	<ul style="list-style-type: none"> Work Experience with respect to specific aspects of the project/ Comparable projects. Greater weight should be given to project of a similar nature for the last 5 years. The contractor should have done and completed any building upgrade, repairs or renovations projects. 	20%
Method Statement	<ul style="list-style-type: none"> This document should details the way each activity or process is to be completed. The method statement should also outline the hazards involved and include a step by step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety of anyone who will be affected by the projects activities. The method statement cannot be used as safety plan but a technical approach and methodology on the actual work execution. The company special and practical knowledge in business services is required. The contractor must supply/provide and identify his/her proposed technical team. And state their job description, experience and qualifications. A company profile and organogram can be provided as well as the organograms for this project. 	30%
Maximum possible score for quality (W _Q)		100%

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

- T.2-2 Programme
- T2.2-7 Management and CV's of key persons
- T2.2-22 Health and Safety Plan
- T2.2-25 Previous Experience
- T2.2-37 Method Statement

The minimum number of evaluation points for quality is : 80

Each evaluation criteria will be assessed in terms of the following indicators tabled below. The scores of each of the evaluators will be weighted and then totalled to obtain the final score for quality, unless score

Item No	Quality Criteria	Evaluation indicators	Points Available
1	Programme	Poor 40%, Satisfactory 70%, Good 90%, Very good 100% Points and Not submitted 0	30
2	Management and CV's of key persons	Poor 40%, Satisfactory 70%, Good 90%, Very good 100% Points and Not submitted 0	10
3	Health and Safety Plan	Poor 40%, Satisfactory 70%, Good 90%, Very good 100% Points and Not submitted 0	10
4	Previous Experience	Poor 40%, Satisfactory 70%, Good 90%, Very good 100% Points and Not submitted 0	20
5	Method Statement	Poor 40%, Satisfactory 70%, Good 90%, Very good 100% and Not submitted 0	30

Note: Any tender not complying with all four of the above mentioned stipulations, numbered 1 to 5, 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.

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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 (one) copy.

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

Location of tender box Transnet Freight Rail Acquisition Council

Physical address: The Chairman

Transnet Freight Rail Acquisition Council

Ground Floor

Inyanga House 1

21 Wellington Road, Parktown

Johannesburg, 2001

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

- Name of Tenderer:
- The Tender Number: ERAC-EMU-19969
- The Tender Description: 02WF001A

Replacement of carpet tiles with porcelain tiles, 03RK010A supply cantilever car parking net, 02AF032A supply and install sign counter with pigeon holes and 02XF002A replacement of carpet tiles at CTC in Vryheid
Documents must be marked for the attention of: **Prudence Nkabinde: (011) 544 9486**
Prior arrangements for the submittal of large tender documents should be made with Prudence Nkabinde (011) 544 9886

NO LATE TENDERS WILL BE ACCEPTED.

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

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

F.2.16 The tender offer validity period is 12 weeks

F.2.20 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. A tenderer is registered in good standing with the compensation fund or with a licenced Compensation insurer

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

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F.3.4

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

Time 10:00hrs on 28th January 2016

Location: Transnet Acquisition Council, Ground Floor, Inyanda House 1, 21 Wellington Road,
Parktown, Johannesburg, 2001

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:

80 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 referencing 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 contractor grading designation;
- c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer 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).

T2.1 List of Returnable Documents

1. Returnable Schedules

T2.2-8	Schedule of proposed Subcontractors/ consultants
T2.2-9	Insurance provided by the Contractor
T2.2-14	Authority to submit tender
T2.2-15	Certificate of attendance at tender clarification meeting
T2.2-16	Record of addenda to tender documents
T2.2-17	Compulsory Enterprise Questionnaire
T2.2-27	Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31	Supplier Code of Conduct
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-36	RFP Declaration Form
T2.2-38	Declaration of Understanding
T2.2-43	RFP – Breach of Law
T2.2-50	BBBEE Preference Points Claim Form
T2.2-51	Certificate of Acquaintance with Tender Document

2. These schedules are required for evaluation and adjudication process in terms of CIDB requirements:

T2.2-2	Programme
T2.2-7	Management and CV's of key persons
T2.2-22	Health and Safety Plan <ul style="list-style-type: none">• Health and Safety Questionnaire
T2.2-25	Previous experience
T2.2-37	Method Statement

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

T2.2 Returnable Schedules

T2.1 List of Returnable Documents

1. Returnable Schedules

T2.2-8 Schedule of proposed Subcontractors/ consultants

T2.2-9 Insurance provided by the Contractor

T2.2-14 Authority to submit tender

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

T2.2-16 Record of addenda to tender documents

T2.2-17 Compulsory Enterprise Questionnaire

T2.2-27 Broad-Based Black Economic Empowerment (BBBEE)

T2.2-31 Supplier Code of Conduct

T2.2-33 Mutual Non-Disclosure Agreement

T2.2-36 RFP Declaration Form

T2.2-38 Declaration of understanding

T2.2-43 RFP – Breach of Law

T2.2-50 BBBEE Preference Points Claim Form

T2.2-51 Certificate of Acquaintance with Tender Documents

2. These schedules are required for evaluation and adjudication process in terms of CIDB requirements:

T2.2-2 Programme

T2.2-7 Management and CV's of key persons

T2.2-22 Health and Safety Plan

- Health and Safety Questionnaire

T2.2-25 Previous experience

T2.2-37 Method Statement

T2.2-8: Schedule of Proposed Subcontractors

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

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

	Name and address of proposed Subcontractor /Consultant	Nature and extent of work	Previous experience with Subcontractor/ Consultant.	B-BBEEE Level Certificates to be attached	Value of subcontracted Work (excl. 14% Vat)	% Ownership Black Ownership
1.						
2.						
3.						
4.						
5.						
6.						

“PREVIEW COPY ONLY”

Signed

Date

Name

Position

Tenderer

T2.2-9: Insurance provided by the Contractor

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the Contractor provides the insurance stated in the insurance table except any insurance which the Employer is to provide as stated in the Contract Data.

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Loss of or damage to the works, Plant and Materials			
Loss of or damage to Equipment			
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.			
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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

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

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

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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 _____

"PREVIEW COPY ONLY"

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

This is to certify that

(Tenderer)

of

(address)

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

Held at:	TFR, 1 Hloafofo Road, CTC Building, Boardroom, Vryheid.	
On (date)	20 January 2016	Starting time: 11:00hrs

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

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

Particulars of person(s) attending the meeting:

Name	Signature
Capacity	
Name	Signature
Capacity	

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

Name	Signature
Capacity	Date & time

“PREVIEW COPY ONLY”

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

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

T2.2-17 : Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

- ☐ a member of any municipal council
- ☐ 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 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
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an official of any municipality or municipal 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

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

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

Signed	Date
_____	_____
Name	Position
_____	_____
Enterprise name	

T2.2-27: 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 90/10 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 BBBEE Verification Agency Body Name and BVA Body number or a Registered Auditor's Body Name and IRBA 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.

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

Scorecard Types	Exempted Micro Enterprise	Qualifying Small Enterprise	Generic Construction
-----------------	---------------------------	-----------------------------	----------------------

Discipline	Parameters are based on annual turnover of the Measured Entity		
Contractor (2007 Codes of Good Practice)	Annual turnover < R 5 million	Annual turnover > R 5 million and equal to or , < R 35 million	Annual turnover > R 35 million
Contractor (2013 Revised Codes of Good Practice)	Annual turnover < R 10 million	Annual turnover > R 10 million and equal to or , < R 50 million	Annual turnover > R 50 million
Built Environment Professionals (BEP)	Annual turnover < R 1,5 million	Annual turnover > R 1,5 million and equal to or , < R 11,5 million	Annual turnover > R 11,5 million

a) Large Enterprises

- 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 all 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, award of 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 Facilitators¹.

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 subcontract.

In terms of T2.2-50 of this 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-contractor/s.

Turnover:

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

ZAR.....

Signed

Date

Name

Position

Tenderer

¹ 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 straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS

Indicate the nature of relationship with Transnet:

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

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

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

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

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

Signed this on day _____ at _____

Signature

"PREVIEW COPY ONLY"

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 02WF001A Replacement of carpet tiles with porcelain tiles, 03RK010A supply cantilever car parking net, 02AF032A supply and install sign counter with pigeon holes and 02XF002A replacement of carpet tiles at CTC in Vryheid ('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 any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

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

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 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

15. Remedies

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 _____

"PREVIEW COPY ONLY"

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 that a secret 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:

TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: ERAC-EMU-19969

DESCRIPTION OF THE WORKS: 02WF001A REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES, 03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

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

TRANSNET FREIGHT RAIL
ENQUIRY NUMBER: ERAC-EMU-19969
DESCRIPTION OF THE WORKS: 02WF001A REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES, 03RK010A
SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH PIGEON HOLES
AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

T2.2-38 : DECLARATION OF UNDERSTANDING

PROJECT NAME:		DOCUMENT NO:	
PROJECT NO:		DATE:	
CONTRACTOR:		CONTRACT NO:	

I,

(Name)

(Designation)

(Representing)

Declare that I have read and understood the contents of the Standard Environmental Specification (ENV-STD-002 Rev01), the Construction Environmental Management Plan (ENV-STD-001 Rev01) and 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:		

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

T2.2-50: 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 20 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 taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"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;

TRANSNET FREIGHT RAIL

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

3. **ADJUDICATION USING A POINT SYSTEM**

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another 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 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

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

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

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 a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

(v) Describe Principal Business Activities

(vi) Company Classification [TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service Provider
- ☐ Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....**

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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) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the 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* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.

.....

2.

.....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

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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) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

3.

.....

SIGNATURE OF BIDDER

4.

.....

DATE:

COMPANY NAME:

ADDRESS:

.....
.....

T.2.2-51: 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 furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an 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. However communication between partners in a joint venture or consortium will not be construed as collusive 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;

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-
- 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 _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

PRE-QUALIFYING QUALITY CRITERIA SCHEDULE

T2.2-2: Programme

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. If the Tenderer is awarded the contract this document will become the Accepted Programme, subject to Clarifications issued by the Employer. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

For clarity the tenderer shall also note the following:-

- Key milestones and sectional completion dates as listed in contract data Part One - "Data provided by the *Employer*" and be logically linked to activities in the schedule.
- To be "sorted" by activities.
- All activities to be logically tied using critical path method (CPM).
- All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar of the schedule should represent the actual work week/month used. e.g. weekends as non-working periods.
- Against each activity or grouping of activities (i.e. by CWP) the Tenderer indicates its "time risk allowances". These allowances are ~~NOT~~ float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule (i.e. in a code field) or as an attachment.
- Float is shown

The Programme to indicate the following as a minimum:

Price List	Activity description	Start date	Finish date	Preceding activities	Time risk allowances (TRA)
------------	----------------------	------------	-------------	----------------------	----------------------------

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

The scoring of the Programme will be as follows:

Quality criteria	Sub-criteria	Yes Tick (Submit Proof)	No Tick
Programme	The contractor must state when he/she intend to start and complete the job. This must also be supported by providing a working programme, which after awarding will then be used as a monitoring tool on work progress. Point given should be based on the duration and sequential project activities. (E.g. dig a foundation before pouring concrete and not vice versa)		

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

PRE-QUALIFYING QUALITY CRITERIA SCHEDULE

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

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 NECS Engineering and Construction Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

PRE-QUALIFYING QUALITY CRITERIA 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. Complete and return with tender documentation the Contractor Safety Questionnaire (Attachment No 8) included in the Health and Safety Specification.
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement

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Health, Safety Questionnaire

1. SAFE WORK PERFORMANCE

1A. Injury Experience / Historical Performance			
Use the previous three years injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case			
		Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician	
2 - Restricted Work Day Case			
		Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties	
3 - Lost Time Injury Cases			
		Any occupational injury that prevents the worker from performing any work for at least one day	
4 - Total Recordable Frequency			
		Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours	
5- Lost Time Injury Frequency			
		Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours	
1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
(Please provide letter of confirmation)			
2. Citations			
2A. Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, provide details:			
2B. Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, provide details:			

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3. Certificate of Recognition

Does your company have a Certificate of Recognition?
☐ Yes ☐ No If Yes, what is the Certificate No. _____

Issue Date _____

4. Safety Program

Do you have a written safety program manual? ☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? ☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO	YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>		

5. Training Program

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No

If Yes, include a course outline. Does it include any of the following?

	YES	NO	YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>

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5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No
 (If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No	Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Y No Weekly Month ly Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items?

Do you hold site safety meetings for field employees? If Yes, how often?

Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes No Weekly Biweekly Monthly

Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ No

Is the process documented? ☐ Yes ☐ No

Who leads the discussion?

Do you have a hazard assessment process? ☐ Yes ☐ No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?
☐ Yes ☐ No

How does your company measure its H&S success?
 • Attach separate sheet to explain

7. Safety Stewardship

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vice President/Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totalled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totalled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Sub totalled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Sub totalled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totalled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totalled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Sub totalled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Sub totalled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TRANSNET FREIGHT RAIL
ENQUIRY NUMBER: ERAC-EMU-19969
DESCRIPTION OF THE WORKS: 02WF001A REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES.
03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH
PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

8 Personnel

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
Name	Address	Telephone Number
Other responsibilities:		

9 References

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number

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Note to tenderers:

The scoring of the Previous Experience will be as follows:

Quality criteria	Sub-criteria	Indicate Number of Years
Previous Experience	Work Experience with respect to specific aspects of the project/Comparative projects. Greater weight should be given to project of a similar nature for the last 5 years. The contractor should have done and completed any building upgrade, repairs or renovations projects.	(submit detailed reference list with contact details of existing customers and also indicate their previous experience of, building upgrade and repairs

Index of documentation attached to this schedule:

[illegible]

TENDER
FORM: PRO-FAT-0193 Rev02

Page 1 of 1

Part T2: Returnable Schedules
T2.2-25: Previous Experience

PRE-QUALIFYING QUALITY CRITERIA SCHEDULE

T2.2-37: Method Statement

Note to tenderers:

Method statement

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

1. The method statement should also outline the hazards involved and include a step by step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety of anyone who will be affected by the projects activities. The method statement cannot be used as safety plan but a technical approach and methodology on the actual work execution.
2. The company special and practical knowledge in business services is required. The contractor must supply/provide and identify his/her proposed technical team. And state their job description, experience and qualifications. A company profile and organogram can be provided as well as the organograms for this project.

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The scoring of the Method Statement will be as follows:

Quality criteria	Sub-criteria	Yes Tick (Submit Proof)	No Tick
Method Statement	This document should details the way each activity or process is to be completed. The method statement should also outline the hazards involved and include a step by step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety of anyone who will be affected by the projects activities. The method statement cannot be used as safety plan but a technical approach and methodology on the actual work execution. The company special and practical knowledge in business services is required. The contractor must supply/provide and identify his/her proposed technical team. And state their job description, experience and qualifications. A company profile and organogram can be provided as well as the organograms for this project.		

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

TRANSNET FREIGHT RAIL
ENQUIRY NUMBER: ERAC-EMU-19969
DESCRIPTION OF THE WORKS: 02WF001A REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES,
03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH
PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

C1.2 Contract Data

Data provided by the Employer

Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (June 2005 and April 2013) (ECSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.

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

Clause	Statement	Data
General		
10.1	The Employer is	Transnet SOC Ltd (Registration No.1 1190/000900/30)
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Malable House Postal Address: Room 201-F Empangeni 3880
		Postal Address: PO Box 20064 Empangeni 3880
	Tel No.	035 906 7669
	Fax No.	011 774 9815
11.2(11)	The works are	02WF001A Replacement of carpet tiles with porcelain tiles, 03RK010A supply cantilever car parking net, 02AF032A supply and install sign counter with pigeon holes and 02XF002A replacement of carpet tiles at CTC in Vryheid
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The site is	Vryheid
30.1	The starting date is	01 March 2016

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

TRANSNET FREIGHT RAIL
 ENQUIRY NUMBER: ERAC-EMU-19969
 DESCRIPTION OF THE WORKS: 02WF001A REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES,
 03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH
 PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

11.2(2)	The completion date is	31 April 2016
13.2	The period for reply is	2 weeks
14.4	The Employer's representative is (name)	Nozipho Ngcobo
	Address	05 Dina Road Empangeni Rail Empangeni 3910
	Tel No.	035 906 7355
	Fax No.	035 906 7292
	The authority of the Employer's representative is	Nozipho Ngcobo
40	The defects date is	12 weeks after Completion
41.3	The defect correction period is	2 weeks
50.1	The assessment day is on the	10 th of each month.
50.5	The delay damages are	None
50.6	The retention is	10% on all payments certified
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and statement were received
51.4	The interest rate on late payment is	The prime lending rate of the Standard Bank of South Africa
80.1	The Contractor is not liable to the Employer for loss of or damage to the Employer's property in excess of	for any one event
Risks and insurance 84.2 The minimum limit of indemnity for insurance in respect of 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) caused by activity in connection with this contract for any one event is 84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from: Blanket Principal Controlled Insurance (BPCI), Principal Controlled Insurance (PCI), Principal Controlled Contractors Liability Insurance, Principal Controlled Insurance One-off, and Project Specific Insurance		
		R Select one BPCI <input checked="" type="checkbox"/> PCI <input type="checkbox"/> PCI Liab only <input type="checkbox"/> PCI One Off <input type="checkbox"/> PSI <input type="checkbox"/>

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

TRANSNET FREIGHT RAIL
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 03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH
 PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

83.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	Loss of or damage to the works, Plant and Materials is as stated in the Principle Controlled Insurance policy for contract works/ public liability
	Cover / indemnity is:	Cover / Indemnity is to the extent as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability
	The deductibles are:	The deductibles are as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the works, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability
	Cover / indemnity is	Is to the extent as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability
	The deductibles are	The deductibles are as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability
83.1	The <i>Employer</i> provides these additional insurances	
1	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability
	Cover / indemnity is:	Is to the extent as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability
	The deductibles are:	The deductibles are as stated in the Principle Controlled Insurance policy for Contract Works / Public Liability
2	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	The deductibles are as stated in the Contract Works SASRIA policy

84.1	<p>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is</p> <p>The <i>Contractor</i> provides these additional insurances.</p>	<p>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</p> <p>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.</p> <p>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.</p> <p>3. Should the Employer have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the Contractor's policies of insurance as well as those of any subcontractor.</p> <p>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.</p> <p>5. The insurance coverage referred to in 1, 2, 3, 4 and 5 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> 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 <i>Contractor</i></p>
93.1	<p>The <i>Adjudicator</i> is</p>	<p>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</p>
93.2(2)	<p>The <i>Adjudicator</i> nominating body is:</p>	<p>The Association of Arbitrators (Southern Africa)</p>

TRANSNET FREIGHT RAIL
ENQUIRY NUMBER: ERAC-EMU-19969
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03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH
PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

93.4	The <i>tribunal</i> is:	Arbitration
If the tribunal is arbitration complete this data.	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Empangeni
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	
The <i>conditions of contract</i> are the NEC3 Engineering and Construction Short Contract (June 2005) ² and the following additional conditions:		None

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

TRANSNET FREIGHT RAIL
ENQUIRY NUMBER: ERAC-EMU-19969
DESCRIPTION OF THE WORKS: 02WFO01A REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES,
03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH
PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

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

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

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

10.1	The Contractor is (Name):	
	Address	
	Tel No.	
	Fax No.	
	E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Costs	%
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	R [in words] excluding VAT excluding VAT

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

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:

02WF001A REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES, 03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

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 agrees to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

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

If Option E or F apply, for each offered total insert in brackets, "(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:

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Acceptance

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

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

Transnet SOC Ltd
Malable House, 4 Kiewiet Street
Room 201-F, Empangeni 3880

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		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda hereto 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	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd Malahle House, 4 Kiewiet Street Room 201-F, Empangeni 3880
Name & signature of witness		
Date		

C2 Pricing Data

C2.1 Pricing Instructions

Entries in the first four columns in the Price List are made either by the *Employer* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

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C2.2 Price List

The Price List is as follows:

REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES, SUPPLY CANTILEVER CAR PARKING NET @ VRYHEID					
item	Description	Qty.	Unit	Price	Amount
NB: CONTRACTORS PLEASE TAKE NOTE: DO NOT TAKE ANY INSTRUCTIONS FROM CLIENTS ON SITE ONLY FROM CIVIL MAINTENANCE SUPERVISOR					
PART A PRELIMINARY AND GENERAL					
1	Site Establishment	1	sum	R	R
2	Health and safety obligation	1	sum	R	R
TOTAL PART A PRELIMINARY AND GENERAL					R
PART B REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES :02WF001A					
1	Remove floor carpets and existing skirting and prepare floor surface for tiling by chipping or scarifying the surface to 80% roughness of the area	55	m²	R	R
2	Provide new first grade 300 x 300 x 8.5mm Johnson Themis/Terra Cotta full body porcelain beige floor tiles with 3mm spacing and dove grey grouting all from Tile Africa.	55	m²	R	R
	Provide floor tile skirting 100mm in height to floor tiles along walls and grey bull nose edging.				
3	Fit aluminium tile strip in front in door opening	2	item	R	R
TOTAL PART B (ASS NO: 02WF001A)					R
PART C SUPPLY CANTILEVER CAR PARKING NET: 03RK010A					
1	Build single-cantilever car parking on existing post. Item include supplying standard knitted polyethylene net sewn together for maximum strength and stretch. The polyethylene net should come with 80-90% UV block out. The total area will cover 9 parking bay and cantilevered after every three carpark	1	item	R	R
2	Supply missing front and side standard shard port frames support manufacturing from tubular first grade steel. The total area will cover 9 parking bay and cantilevered after every three carpark	1	item	R	R
3	Line painting. Paint car bay lines and numbers using a white road making	9	bay	R	R

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03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER
WITH PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

4	Do preparations as specified and paint carport color dove grey steel paint	1	item	R	R
TOTAL PART C (ASS NO: 03RK010A) R					
PART D SUPPLY AND INSTALL SIGN COUNTER WITH PIGEON HOLES: 02AF032A					
1	Mounted in sign counter with pigeon holes. Fit 5 doors below counter inside office to create storage space. Cupboard to be dived into 3 shelves. Counter dimensions: L=±3.48m, B=±1.2m, Pigeon hole dimensions: Height=±100mm, width =±160mm, Deep= 280mm Cupboard dimensions= 1000mm, Width=330mm, Deep= 900mm Cupboard toe = 100mm Finish: Vancouver Maple Note : schematic drawing attached	1	Job	R	R
2	Install the 3 panel (2 panel slides and the centre one to be fixed) aluminium windows above counter	1	Job	R	R
3	Install 1x flush panel door including door frame and its lockers (5 lever)	1	item	R	R
4	Partitioning the open area above aluminium window to close up the office	±3.78	m²	R	R
TOTAL PART D (ASS NO: 02AF032A) R					
PART E REPLACEMENT OF CARPET TILES AT CTC: 02XF002A					
1	Removal of existing carpet tiles and preparation to install vinyl Marley	334	M²	R	R
2	Supply and install vinyl Marley 300 X 300 X 2.5MM, colour : Sea Mist Code: MF2544 S3010-G10Y	334	M²	R	R
TOTAL PART E @ (ASS NO: 02XF002A) R					
SUMMARY					
PART A	PRELIMINARY & GENERAL	1	SUM	R	R
PART B	TOTAL @ 02WF001A	1	SUM	R	R
PART C	TOTAL @ 03RK010A	1	SUM	R	R
PART D	TOTAL @ 02AF032A	1	SUM	R	R
PART E	TOTAL @ 02XF002A	1	SUM	R	R
				SUB-TOTAL	R
				14% VAT	R
				TOTAL	R

C3: Scope of Work

C3.1 Works Information

1. Description of the works

This contract covers the Maintenance of Cantilever Car Parking net for duration of two (2) weeks. The work covered by this part of the contract consists of the following:

- Build Single-cantilever Car Parking on the existing post
- Supply and installation of missing front and side standard shard port frames.
- Painting
- Replacement of carpet tiles
- Supply and install counter sign with pigeon holes and cupboard on the reverse side

1.1 CONSTRUCTION- CANTILEVER CAR PARKING NET

Build Single-cantilever Car Parking on the existing post

- Construct single –cantilever Car parking on the existing post.
- Supplying standard knitted polyethylene net sewn together for maximum strength and stretch.
- The polyethylene net should come with 80-90% UV block out.
- The total area will cover 9 parking bay and cantilevered after every three carport.

Supply and installation of missing front and side standard shard port frames.

- Supply and installation of missing front and side standard shard port frames.
- The total area will cover 9 parking bay and cantilevered after every three carport.

Painting

- Paint car bay lines and numbers using a white road marking paint, paint to be provided by a Contractor
- Do preparation as specified and paint carport, colour dove grey steel paint.

1.2 CONSTRUCTION- REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES

- Neatly remove all the existing carpet tiles
- Prepare the floor surface for tiling by chipping or scarifying the surface to 80% roughness of the area
- Supply and lay new first grade 300 x 300 x 8.5mm Johnson Themis/Terra Cotta full body porcelain beige floor tiles with 3mm spacing and dove grey grouting all from Tile Africa

- Supply and install the floor tile skirting 100mm in height to floor tiles along with grey bull nose edging.
- Supply and Fit aluminium tile strip in front in door opening.

1.3 CONSTRUCTION- COUNTER SIGN

- Fabricate and mounted sign counter ($L=\pm 3.48m$, $B=\pm 1.2m$) with pigeon holes (**Height $\pm 100mm$, width $\pm 160mm$, Deep= 280mm**) in front, cupboard on the reverse side to create storage space and the cupboard toe to be 100mm
- Cupboard to be divided into 3 shelves with 5 doors.
- Each cupboard shelve dimension to be $L=1000mm$ x $W=330mm$ x $D=900mm$.
- Finishing to be Vancouver Maple
- Supply and Install the 3 panel (2 panel slides and the centre one to be fixed) aluminium windows above counter.
- Supply and Install 1x finish panel door including door frame and its lockers (5 levers).
- Partition the open area above aluminium window and door to close up the office

1.4 CONSTRUCTION- REPLACEMENT OF CARPET TILE WITH VINYL MARLEY

- Neatly remove the all the existing carpet tile and prepare the surface to install Vinyl Marley.
- Supply and install vinyl Marley 300 X 300 X 2.5mm colour : Sea Mist Code: MF2544 S3010-G10Y

2. Specifications

Work to comply with National Building Standards, SANS 0400.

3. Constraints on how the Contractor Provides the Works

The offices are currently being occupied. Care must be exercised not to damage any property of the occupants. Occupation will be granted to the contractor for a limited contract period.

4. Requirements for the programme

The Contractor submits programme report information to the *Project Manager* at the commencement of the Project. Programme need to show planned progress versus actual, deviations from the accepted programme and any remedial actions proposed by the Contractor.

5. Services and other things provided by the Employer

Handover certificate will be signed once the work has been completed. Access will be given by the Employer for correction of Defects

TRANSNET FREIGHT RAIL
ENQUIRY NUMBER: ERAC-EMU-19969
DESCRIPTION OF THE WORKS: 02WF001A REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES,
03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH
PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

6. Attachments

Pictures attached

7. Procurement

7.1 The Contractor's Invoices

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

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

7.1.3 The invoice states the following:

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

7.1.4 The invoice contains the supporting detail.

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

7.1.6 Invoices submitted by post are addressed to:

Transnet Freight Rail
Central Accounting
PO Box 8621
Johannesburg
2000

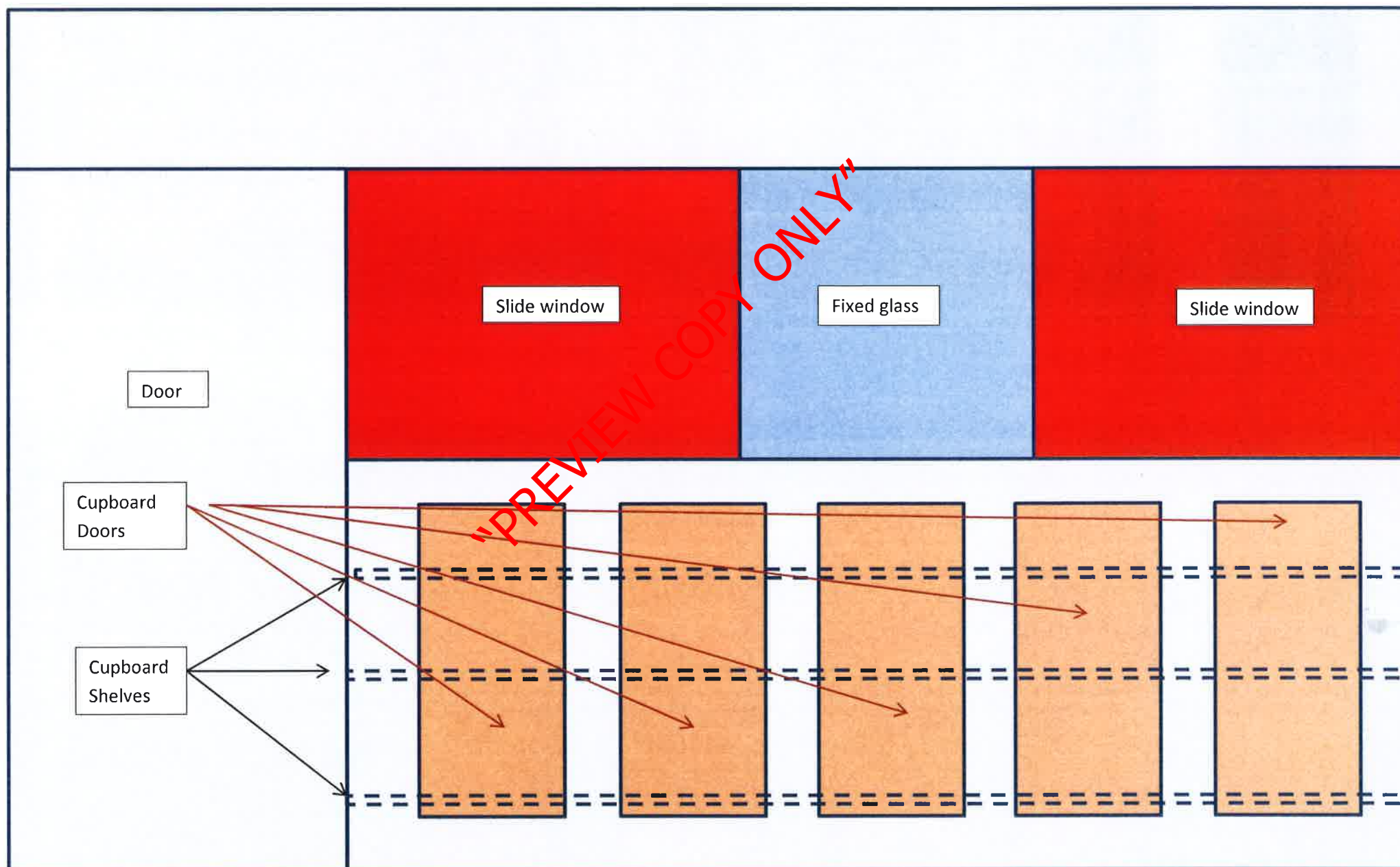
7.1.7 Invoices submitted by hand are presented to:

Transnet Freight Rail
04 Kiewiet Street
Room 236
Malahle House
Empangeni

For the attention of the Chief Admin Official (Maudreen (Jacky) du Plooy), Transnet Freight Rail

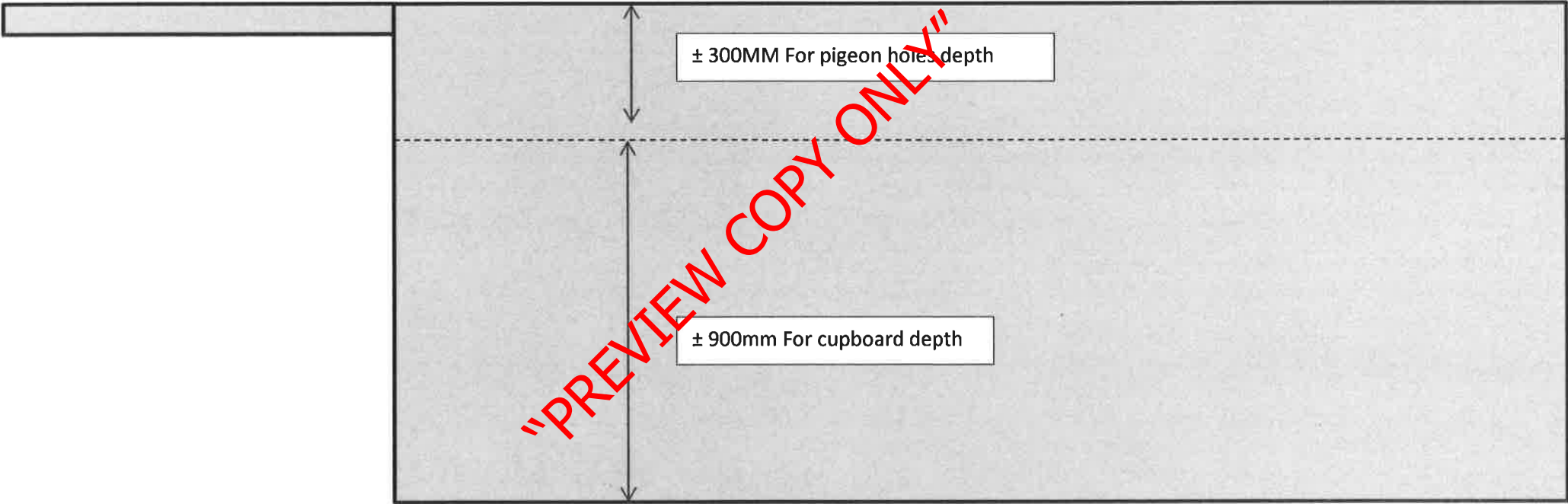
7.1.8 The invoice is presented as an original.

BACK VIEW



TOP VIEW

FRONT



BACK

Pigeon holes 100
100mm height 160mm wide 280mm deep

FRONT VIEW

Partition

Slide window

Fixed glass

Slide window

Door

Pigeon holes

100mm

3670mm

810mm

1100mm

100mm

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"PREVIEW COPY ONLY"

TRANSNET FREIGHT RAIL
ENQUIRY NUMBER: ERAC-EMU-19969
DESCRIPTION OF THE WORKS: 02WF001A REPLACEMENT OF CARPET TILES WITH PORCELAIN TILES,
03RK010A SUPPLY CANTILEVER CAR PARKING NET, 02AF032A SUPPLY AND INSTALL SIGN COUNTER WITH
PIGEON HOLES AND 02XF002A REPLACEMENT OF CARPET TILES AT CTC IN VRYHEID

C4: Site Information

C4.1: Description of the Site and its surroundings

1. General description

The project will be situated in the Transnet Property at Vryheid and Vryheid East (Planning office, Loco, CTC & Rail Network) Building Asset No.02WF001A, 02AF032A, 02XF002A, 02RK010A.

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

The Contractor shall attend the site inspection and acquaint themselves with the nature of the work, the condition under which the work is to be performed, and the means of access to site

3. Subsoil information

N/A

4. Hidden services

Contractor to liaise with project manager before commencement of work.

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