



NEC3 Term Service Contract (TSC)

entered into by and between

Transnet SOC Ltd

Registration Number 1990/00190030

(hereinafter referred to as the "Employee")

and

Registration Number

(hereinafter referred to as the "Contractor")

Description of the Works: CIVIL REPAIRS AND MAINTENANCE WORK ON AN "AS AND WHEN
REQUIRED BASIS" AT MUSINA, MAKHADO AND SURROUNDING
AREAS FOR A PERIOD OF TWO (2) YEARS.

Contract Number	ERAC KT3793 – 21628CIDB
Start Date	TBA
Completion Date	TBA

Transnet Freight Rail

RFQ Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

Contents

Number	Heading
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The Tender

Part T1: Tendering Procedures

T1.1	Tender Notice and Invitation to Tender
------	--

T1.2	Tender Data
------	-------------

Part T2: Returnable Documents

T2.1	List of Returnable Documents
------	------------------------------

T2.2	Returnable Schedules
------	----------------------

The Contract

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance
------	------------------------------

C1.2	Contract Data: Part One – Data provided by the Employer
	Part Two - Data provided by the Contractor

Part C2: Pricing Data

C2.1	Pricing Instructions
------	----------------------

C2.2	Schedule of Rates
------	-------------------

Part C3: Service Information

Transnet Freight Rail

RFQ Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

T1.1 Tender Notice and Invitation to Tender

Transnet SOC Limited trading as Transnet Freight Rail invites tenders for the civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years under the control of the Real Estate Management.

Tenderers should have a contractor grading of **1GB** or higher. Preferences are offered to tenderers who are in possession of a valid SANAS or IRBA B-BBEE accreditation certificate.

Only those tenderers who are registered with the CIDB, or capable of being so prior to evaluation of submissions, in a contractor grading designation equal 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 **1GB** or higher class of construction work, are eligible to have their tenders evaluated.

Documents may be collected during working hours after 08h00 on **Tuesday, 12th July 2016 until 15h00 on Wednesday, 20th July 2016.**

The physical address for collection of tender documents is:

The office of Transnet Freight Rail Advice Centre

Ground Floor

Nzasm Building, Room G16

Corner of Paul Kruger and Minnaar Street

Pretoria

0001

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

Mr Kgalalelo *Kgali* Tlhabanelo

Tel No 012 315 2131

Fax No. 012 315 2138

Email Kgalalelo.Tlhabanelo@transnet.net

Transnet Freight Rail

RFQ Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

A **compulsory clarification meeting/site visit** with representatives of the Employer will take place at **Transnet Freight Rail**, Grobler Street, Infra Boardroom, **Makhado; Limpopo Province** on **Thursday, 21st July 2016**, starting at **10h00**. **Contact person: George Mouton on Tel. 015-299 6282 or Cell. 083 297 9335.**

The closing time and date for receipt of tenders is **10:00hrs on Thursday, 28th July 2016**.

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.

National Treasury Central Supplier Database

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO. 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on National Treasury Central Supplier Database.

Supplier Number	Unique Registration Reference Number	Yes / No

In the **Yes** column above, please confirm your registration by providing your National Treasury Unique Vendor Number.

In the **No** column above, please register your company on the National Treasury Central Supplier Database and confirm your registration by submitting National Treasury "MAAA" supplier reference number.

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

Transnet Freight Rail

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Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

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 KT3793 – 21628CIDB

Email: Kgalalelo.Tihabanelo@transnet.net

Tender No.: ERAC KT3793 - 21628CIDB

Attention: Kgalalelo Tihabanelo

Closing Date: **Thursday, 28 July 2016 (10h00)**

THE EMERGENCY CIVIL REPAIRS AND MAINTENANCE WORKS ON AN AS AND WHEN REQUIRED BASIS AT MUSINA, MAKHADO AND SURROUNDING AREAS FOR A PERIOD OF TWO YEARS UNDER THE CONTROL OF THE REAL ESTATE MANAGEMENT, PRETORIA.

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

Check
Yes ☐

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

No ☐

REASON FOR NOT TENDERING:

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

SIGNATURE: _____

TITLE: _____

T1.2 Tender Data (Alternative Method 2)

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

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

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

Clause	Data
F.1.1 The Employer is	Transnet SOC Ltd (Reg No. 1990/000900/30)
F.1.2 The tender documents issued by the Employer comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedule
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract Data Part One - Data provided by the Employer. C1.2 Contract Data Part Two – Data provided by the Contractor
Part C2: Pricing data	C2.1 Pricing Instructions C2.2 Schedule of Rates

Transnet Freight Rail

RFQ Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

Part C3: Scope of work

C3.1 Service Information

F.1.4	The Employer's agent is:	Regional Procurement Manager/Lead
	Name:	Yvonne Scannell
	Address:	Room 222, Nzasm building, c/o Paul Kruger and Minnaar streets, Pretoria, 0001
	Tel No.	012 3152059
	Fax No.	012 3152138
	E – mail	Yvonne.scannell@transnet.net

F1.6 The competitive negotiation procedure may be applied.

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

1. Tender offers will only be accepted if:
 - a) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms of F.2.7. (refer to Returnable Schedule T2.2-15)
 - b) An active and valid CIDB contractor grading of **1GB** or higher.
 - c) A fully completed clause by clause statement of compliance to the Contract Data, Pricing Data, Service information, technical specifications and general specifications has been submitted.
 - d) A certified copy of the plumbing trade test/red seal certificate has been submitted.
 - e) The tender contains a priced Offer: Part C (VC1.1)
 - f) The tender materially complies with the scope specification of tender.
 - g) The tender meets the threshold set for quality and functionality criteria.
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 **1GB** 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 **1GB** 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 **1GB** 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.

Construction Industry Development Regulations.

4. The Contractor shall provide the employer with a certified copy of its signed joint venture agreement ;
5. and in the event that the joint venture is an "Incorporated Joint Venture" the Memorandum of Incorporation to be provided within 4(four) weeks of the Contract Data.

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

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 No alternative tender offers will be considered

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

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

F2.15.1 If posted, the envelope must be addressed to:

The Secretariat
Transnet Acquisition Council
Nzasm Building, Room G 16
Corner Of Paul Kruger And Minnaar Street
PRETORIA
0001

And must be dispatched in time for sorting by the Post Office to reach the Post Office Box indicated above, before the closing time of the tender.

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

The office of Transnet Freight Rail Advice Centre
Ground Floor
Nzasm Building, Room G16
Corner of Paul Kruger and Minnaar Street
PRETORIA
0001

Identification details:

The tender documents must be submitted before the closing hour on the date as shown in F.2.15 below, and must be enclosed in a sealed envelope which must have inscribed in the outside:

- a) Name of Tenderer.
- b) Contact person and details.
- c) The Tender Number.
- d) The Tender Description.
- e) Closing Date of tender

NO LATE TENDERS WILL BE ACCEPTED

F.2.13.6	A two-envelope procedure will not be followed.
F.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is Ninety (90) Business days from the closing date.
F.2.18	Provide, on request by the <i>Employer</i> , any other material information that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the <i>Employer</i> 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 <i>Employer's</i> request, the <i>Employer</i> may regard the tender offer as non-responsive.
F.2.22	Return all retained tender documents within 28 days after the expiry of the validity period
F.2.23	The tenderer is required to submit with his tender: <ol style="list-style-type: none">1. an original or a certified copy of a valid Tax Clearance Certificate issued by the South African Revenue Services;2. A valid certified SANAS accredited or IRBA B-BBEE approved verification certificate, and3. A valid letter of good standing with the Compensation Commissioner issued by the Department of Labour.

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

F.3.4	The time and location for opening of the tender offers are: Time 10h00 on the closing date of tender Location: Location: Transnet Acquisition Council, Nzasm Building, Room G 16, Corner Of Paul Kruger And Minnaar Street, Pretoria, 0001
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F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2.

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

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

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

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

Note

In the event that, in the application of the 80/20 preference point system as stipulated all tenders received above the estimated Rand value of R 1,000,000, the tender invitation must be cancelled.

F.3.11.9 Scoring quality

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

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

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

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

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

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

(Functionality) Criteria

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

Quality Criteria	Sub-criteria	Maximum number of points
T2.2.22 Health, risk and safety plan	40%	100
T2.2.25 Experience	60%	
Maximum possible score for prequalifying Quality	60% Threshold	

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

- 1- T2.2.22 Health, risk and safety plan
- 2- T2.2.25 Experience

The minimum number of evaluation points for quality is 60%

Each evaluation criteria will be assessed in terms of five indicators-no response, poor, satisfactory, good and very good. Scores of **0, 40, 70, 90, or 100** will be allocated to no response, poor, satisfactory, good, and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality, unless scored collectively. (See CIDB inform Practice Note#9)

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

F.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.
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- f) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- g) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

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

T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



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

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

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

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

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

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

$$TEV = NFO + NP$$

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

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

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

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

$$TEV = NFO + NQ$$

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

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

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

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

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

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

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

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

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

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

$$TEV = NFO + NP + NQ$$

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

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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

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

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

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

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

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

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and

c) other revisions agreed between the employer and the successful tenderer.

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

Part T2.1: Returnable Documents

Preview Copy

PART T2: RETURNABLE DOCUMENTS / SCHEDULES

T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1.0 Returnable documents required for tender evaluation purposes

No	Returnable Documents
1	Letter of Good Standing with the Compensation Commissioner issued by the Department of Labour.
2	Safety Plan and Fall Protection Plan in accordance with the Construction Regulations of 2003 and Transnet's E&E
3	Quality Assurance/control Plan
4	Environmental Management Plan
5	Proposed Organization and Staffing
6	Certified Copy of Share Certificates CK1 & CK2
7	Certified Copy of Certificate of Incorporation and CM29 and CM9
8	Certified Copy of Identity Documents of Shareholders / Directors / Members (where applicable)
9	Original or certified copy of a cancelled cheque OR original or certified letter from the bank verifying banking details (with bank stamp and signature)
10	Current and original or certified Tax Clearance Certificate
11	A certified copy of the VAT registration certificate
12	A signed letter from the Accountant/Auditor confirming most recent annual turnover and percentage black ownership in the company AND/OR certified BBBEE certificate and scorecard from an accredited rating agency
13	Method statement and approach paper relevant to scope of work.
14	Risk, health safety plan as well as an environmental plan relevant to the scope of work
15	A certified copy of a Trade test certificate in plumbing (red seal).
16	An active and valid CIDB contractor grading certificate of 1GB or higher

T2.2 List of Returnable Schedules

1. Returnable Schedules

T2.2-3	Risk Elements
T2.2-4	Availability of equipment and other resources
T2.2-7	Management and CV's of key persons
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
T2.2-20	Quality Plan
T2.2-21	Environmental Management Plan
T2.2-22	Health and Safety Plan
T2.2-24	Capacity and ability to meet delivery schedule
T2.2-25	Previous experience
T2.2-27	Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31	Supplier Code of Conduct
T2.2-32	Unilateral Non-Disclosure Agreement
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-52	B-BBEE Improvement Plan
T2.2-36	RFQ Declaration Form
T2.2-43	RFQ – Breach of Law
T2.2-50	Preference Points Claim Form (SBD 6.1)
T2.2-51	Certificate of Acquaintance with Tender Document
T2.2-34	Supplier Declaration Form (Available on request)

Additional Information

2. **Clause by clause statement of compliance to the contract data, pricing data, service information, technical specifications and general specifications.**
Tenderers shall compile and complete a clause by clause statement of compliance listed in this RFQ. Tenderers shall motivate a statement of non-compliance. Indicate statement of non-compliance and motivate (give reasons for non-complying.) Indicate other statements which don't require compliance.
3. C1.1 Offer portion of Form of Offer & Acceptance
4. C1.2 Contract Data Part 2: Data by Contractor
5. C2.2 Pricing Data

Part T2.2: Returnable Schedules

Preview Copy

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

Preview

~~Date~~

Position

Position

Tenderers to submit a list of all Equipment and other resources that he proposes to use to execute the work as described in the Works Information, as well as the availability and details of ownership for each item. (Also refer to clause 3.2.7.1 of the Particular specification)

[illegible]

Name	Position
...	...

Tenderer

T2.2-7: MANAGEMENT & CV'S OF KEY PERSONS – ECSC¹

Please describe the management arrangements for the *works*.

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

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

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

.....

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____

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

¹NEC3 Term Service Contract (June 2005) (amended June 2006)

T2.2-9: INSURANCE PROVIDED BY THE CONTRACTOR

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

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-14: AUTHORITY TO SUBMIT A TENDER

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

T2.2-15: CERTIFICATE OF ATTENDANCE AT TENDER CLARIFICATION MEETING

This is to certify that: _____ (Tenderer)

of _____ (full address)

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

Held at:	_____	
On (date)	_____	Starting time: _____

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

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

Particulars of person(s) attending the meeting:

Name	_____	Signature	_____
Capacity	_____		
Name	_____	Signature	_____
Capacity	_____		

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

Name	_____	Signature	_____
Capacity	_____	Date & time	_____

T2.2-16: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

T2.2-17 : COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

1NEC3 Term Service Contract (June 2005) (amended June 2006)

Tender Data
Part T2: Returnable
Documents/Schedules

Page 9 of 55

T2.2
Returnable Schedules

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

1NEC3 Term Service Contract (June 2005) (amended June 2006)

Tender Data
Part T2: Returnable
Documents/Schedules

Page 10 of 55

T2.2
Returnable Schedules

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

T2.2-20: QUALITY PLAN

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

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

Attached submissions to this schedule:

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2-21: EVALUATION SCHEDULE: ENVIRONMENTAL MANAGEMENT PLAN

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

The following documents are key -

- 1) Transnet SOC Limited – SHEQ Policy,
 - 2) Transnet Capital Projects – HSE Policy,
 - 3) TCP-ENV-STD-001 Rev 0 Construction Environmental Management Plan (CEMP); and
 - 4) TCP-ENV-STD-002 Rev 0 Standard Environmental Specifications (SES).
2. By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statements and environmental specifications.
 3. The tenderer must demonstrate the required level of expertise and experience for the overall Management of the construction environmental management process.
 4. Organisational charts and key safety, health and environmental (SHE) staff CVs showing staff competencies, together with qualifications.
 5. The tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual, including its own environmental management policy, as part of the overall quality management system.
 6. Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

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

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

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

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

Signed _____

Date _____

Name: _____

Position: _____

Tenderer: _____

T2.2-22: HEALTH, RISK AND SAFETY PLAN

Submit the following documents as a minimum with your tender:

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

In addition to the Health Risk and Safety plan, kindly ensure that the following points have been addressed in the plan that must be submitted with your tender.

Minimum Contents for Health, Risk and Safety Plan

SHE Management Structure

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

SHE Organisation

- Health and Safety Committee.
- Composition.
- Frequency of Meetings.
- Minutes of meeting.
- Legal Compliance Audits.
- Audit Report.
- Frequency of Audits.
- Findings and Analysis.
- Corrective Action

Risk Assessment/Management

- Task description.
- Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- Risk Assessment (Construction Regulation 7)

Education and Training

- Induction training (Construction Regulation 7(9))
- Site Specific Training.
- Certificate of Competence.

Emergency Planning – Evacuation plan

- Client procedure.
- Site Procedure.

Health and Safety Communications

- Safety/Toolbox talks.
- Incident Recall.

Safe Working Procedures and Methods

- Method Statements.
- Safe Operating Procedures.
- Task/Job observations.

Personal Protective Equipment and Clothing

- PPE required after all other controls have been considered (Barrier tape, Reflector vests, Safety gloves, Safety glasses, Ear protection, Safety boots, Safety masks, Overalls, Hard hats, First Aid box & First aider, Safety file)
- PPE proof of issue.

1NEC3 Term Service Contract (June 2005) (amended June 2006)

Project security

- Security risks identified.
- Access control.

Other Safety requirements

- Daily alcohol tests will be performed
- Avoid crossing of railway lines if need be observe for moving trains
- No person is allowed to climb any of the OHT structures
- No persons must come close to the overhead cables and wires
- All electrical equipment, cables should be treated as LIVE & DANGEROUS

Preview Copy

T2.2-24: CAPACITY AND ABILITY TO MEET DELIVERY SCHEDULE

Note to tenderers:

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

A schedule detailing the following:

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

PLEASE SUBMIT TIMEFRAME IN RESPONSE TO AN EMERGENCY CALL

Index of documentation attached to this schedule:

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

1NEC3 Term Service Contract (June 2005) (amended June 2006)

Tender Data
Part T2: Returnable
Documents/Schedules

Page 18 of 55

T2.2
Returnable Schedules

T2.2-25: PREVIOUS EXPERIENCE

Note to tenderers:

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

Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-27: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)

B-BBEE and preferencing scheme:

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

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

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

In terms of Government Gazette No 34 12, Notice No. 754 dated 23 September 2011, as from 1 October 2011 only B-BBEE Accreditation Certificates issued by SANAS approved Verification Agencies or Registered Auditors approved by IRBA will be valid.

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

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

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

1NEC3 Term Service Contract (June 2005) (amended June 2006)

Tender Data
Part T2: Returnable
Documents/Schedules

Page 20 of 55

T2.2
Returnable Schedules

a) **Large Enterprises**

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

b) **Qualifying Small Enterprises – QSE**

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

c) **Exempted Micro Enterprises –**

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

In addition to the above:

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

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

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

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

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

Turnover:

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

ZAR

- For Contractors:
 - With an annual turnover >R5m, please attach an status level verification certificate issued by a SANAS Accredited Verification Agency together with all the relevant score sheets pertaining thereto;
 - With an annual turnover <R5m, please attach a verification certificate issued by a Registered Auditor, Accounting Officer or a SANAS Accredited Verification Agency which meets the definition for EME certificates mentioned above.
- For BEPs:
 - If annual turnover >R1.5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto;
 - If annual turnover < R 1,5 million, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor's certificate or similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.

In addition to the status level verification certificate, Transnet also requires that tenderers register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's ("DTI") National B-BBEE IT Portal and Opportunities Network and **provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.**

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

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

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

Signed

Date

Name

Position

Tenderer

T2.2-31: SUPPLIER CODE OF CONDUCT

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

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

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

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

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

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

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

1NEC3 Term Service Contract (June 2005) (amended June 2006)

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-32: UNILATERAL NON-DISCLOSURE AGREEMENT

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

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

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

hereinafter referred to as the "disclosing party"

and

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

hereinafter referred to as the "receiving party."

1. Purpose

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

2. Definition

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

3. Exclusions

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

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

4. Non-Disclosure of Confidential Information

- 4.1. The receiving party to this Agreement agrees not to use the Confidential Information disclosed to it by the disclosing party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. The receiving party will not disclose any Confidential Information of the disclosing party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the disclosures of the contemplated Purpose. The receiving party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the disclosing party is disclosed or who have access to Confidential Information of the receiving party that they are bound by the obligations of this Non-Disclosure Agreement.
- 4.2. The receiving party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the disclosing party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information. The receiving party agrees to notify the disclosing party in writing of any misuse or misappropriation of such Confidential Information of the disclosing party which may come to its attention.

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

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party, in writing, to be Confidential Information, shall be deemed to be Confidential Information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the Confidential Information in the event that the receiving party receives a request for

1NEC3 Term Service Contract (June 2005) (amended June 2006)

the whole or any part of the Confidential Information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").

- 5.3. Subject to the provisions of sub-clause 5.4 below, the disclosure of Confidential Information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.
- 5.4. The receiving party acknowledges that the provisions of sub-clause 5.3 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the Confidential Information in terms of Act No.2 of 2000.

6. Non-Solicitation

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

7. Mandatory Disclosure

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

8. Variation, Addition or Cancellation

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

9. No License Granted

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

10. No Representations

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

11. Term

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

12. Miscellaneous

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

13. Governing Law and Jurisdiction

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

14. Disputes

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

1NEC3 Term Service Contract (June 2005) (amended June 2006)

15. Remedies

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

Signed

Date

Name

Position

Tenderer

T2.2-33: MUTUAL NON-DISCLOSURE AGREEMENT

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

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

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

and

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

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

Purpose

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

Definition

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

Exclusions

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

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

Non-Disclosure of Confidential Information

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

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

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

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

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

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

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

Non-Solicitation

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

Mandatory Disclosure

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

Variation, Addition or Cancellation

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

No License Granted

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

No Representations

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

Term

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

Miscellaneous

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

Governing Law and Jurisdiction

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

Disputes

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

Remedies

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

Signed

Date

Name

Position

Tenderer

T2.2-36: RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby
certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which

could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

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

SIGNED at _____ on this _____ day of _____

20_____

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

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**T2.2-49 TRANSNET SOC LIMITED / CONTRACTORS / SUB-CONTRACTORS: CONTRACTUAL
SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT**

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the Contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfil all his obligations as an employer in terms of the Act.
- 2) The Contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the Contractor shall obtain them from a person designated by Transnet SOC Limited for this purpose, and all requirements of the Contractor must rigidly comply with the permit.
- 4) The Contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The Contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
 - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
 - 6.3 The safety equipment, devices and clothing to be made available by the Contractor to his employees.
 - 6.4 The site access control measures pertaining to health and safety to be implemented.
 - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The Contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The Contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet SOC Limited on matters pertaining to occupational health and safety.

- 9) The appointed Safety Co-ordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet SOC Limited.
- 10) The Contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet SOC Limited immediately with full particulars of any sub-Contractor which he may involve in the contract in order that the sub-Contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The Contractor shall stop any sub-contractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The Contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the Contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) **The Fall Protection Plan shall include:**
 - 14.1 A risk assessment of all work carried out from an elevated position
 - 14.2 Procedures and methods to address all the identified risks per location
 - 14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
 - 14.4 The training of employees working from an elevated position
 - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The Contractor shall advise the *Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet SOC Limited of any hazardous situations which may arise from work being performed either by the Contractor or his sub-Contractor.
- 16) Copies of all appointments required by the act must be given to * Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet SOC Limited.
- 17) The Contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his Sub-Contractors Risk Assessment and Health and Safety Plan.

- 18) All incidents referred to in Section 24 of the Act involving the Contractor and his Sub-Contractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the Contractor, his Sub-Contractor, any person or machinery under his control on Transnet Ltd premises.
- 19) ***No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The Contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.***
- 20) Contractor to ensure his employees undergo medical surveillance as required by legislation
- 21) Contractor will be required to provide monthly safety performance reports and statistics
- 22) ***A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.***
- 23) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

*As applicable

Tenderer OH & S Management System Questionnaire

This questionnaire forms part of TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's OH&S management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. **TFR will verify accuracy of this information during the physical visit as part of the tender evaluation.**

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

<ul style="list-style-type: none"> - Are Risk Assessments conducted and appropriate techniques used? - If yes provide details 		
3. OH&S Training		
Describe briefly how health and safety training is conducted in your company:		
<ul style="list-style-type: none"> - Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide example of safety training records 		
4. Health and Safety Workplace Inspection		
<ul style="list-style-type: none"> - Are regular health and safety inspections at worksites undertaken? - If yes provide details 		
<ul style="list-style-type: none"> - Is there a procedure by which employees can report hazards at workplaces? - If yes provide details 		
5. Health and Safety Consultation		
<ul style="list-style-type: none"> - Is there a workplace health and safety committee? 		
<ul style="list-style-type: none"> - Are employees involved in decision making over OH&S matters? - If yes provide details 		
<ul style="list-style-type: none"> - Are there employee elected health and safety representatives? - Comments 		
6. OH&S Performance Monitoring		
<ul style="list-style-type: none"> - Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details 		
<ul style="list-style-type: none"> - Are employees regularly provided with information on company health and safety performance? - If yes provide details 		
<ul style="list-style-type: none"> - Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing 		
<ul style="list-style-type: none"> - Has the company ever been convicted of an occupational health and safety offence? - If yes provide details 		

Safety Performance Report

Monthly DIFR for previous months

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

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

Signed _____
(Tenderer)

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 be utilised have been taken into consideration;

2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;

- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the 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 RFQ 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 IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate 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 Contribution _____ = _____ [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.....

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:

1.

2.

SIGNATURE OF BIDDER

DATE:

COMPANY NAME:

ADDRESS:

T2.2-51: CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

NAME OF TENDERING ENTITY:

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ 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 RFQ/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;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFQ; 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 RFQ 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

Additional Information:

The following documents (mentioned below) form part of the tender document and are available on request:

- E4B specification for the minimum Communal Health Requirements in Areas outside the Jurisdiction of a Local Authority: Temporary Facilities for Contractor's Personnel.
- E4E Safety Arrangements and Procedural Compliance (Act 85 of 1993) and Applicable Regulations.
- BBD 8210 version 1 (Old E7/1) specification to general work and works on, over, under or adjacent to railway lines and near high voltage.
- Supplier Declaration Form.

Alternatives, for all existing vendors, please provide vendor number(s) here:

TRANSNET DIVISION	OPERATING	UNIQUE NUMBER	VENDOR	YES/NO
Transnet Group				
Transnet Freight Rail (TFR)				
Transnet Rail Engineering (TRE)				

In the yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s).

Signed at _____ on this _____ day of _____ 2015.

SIGNATURE OF WITNESS

ADDRESS OF WITNESS:

1 _____

Name: _____

SIGNATURE OF TENDERER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

TELEPHONE: _____

DESIGNATION: _____

CELL PHONE: _____

FACSIMILE No.: _____

CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO THE NEC3 TSC GENERAL CONDITIONS OF CONTRACT

CIVIL REPAIRS AND MAINTENANCE WORKS ON AN AS AND WHEN REQUIRED BASIS AT MUSINA, MOKHADO AND SURROUNDING AREAS FOR A PERIOD OF TWO YEARS.

ECSC NEC GENERAL CONDITIONS OF CONTRACT

Item	Comply	Doesn't Comply	Comment
C1.2 CONTRACT DATA			
Part One - Data provided by the employer			
Clause 1: General			
clause 10.1: the employer			
Clause 10.1: The Service Manager			
Clause 11.2(2)			
Clause 11.2(13)			
Clause 11.2(14)			
Clause 11.2(15)			
Clause 12.2			
Clause 13.1			
Clause 13.3			
Clause 2: the Contractor's main responsibilities			
Clause 21.1			
Clause 2: Time			
Clause 30.1: The starting date is			
Clause 30.1: The service period is			
Clause 4: Testing and defects			
Clause 5: Payment			
Clause 50.1: The assessment interval is:			
Clause 51.1: The currency of this contract is			
Clause 51.2: the period within which payments are made is			
Clause 51.4: The interest rate is			
Clause 6: Compensation events			
Clause 7: Use of Equipment, Plant and Materials			
Clause 8: Risk and insurance			
Clause 80.1: These are additional Employer's risks			
Clause 83.1 the minimum amount of cover			
Clause 83.1: The minimum amount of cover			
Clause 83.1: The minimum amount of cover			
Clause 83.1: The minimum amount of cover			
Clause 83.1: The minimum amount of cover			
Clause 83.1: The minimum amount of cover			
Clause 83.2: The contractor provides these additional insurances			
Clause 9: Termination			
Clause 10: Data for Main Option clause			
Option E: Cost reimbursement contract			
Clause 20.4:			
Clause 11: Data for option W1			
Clause W1.1: The Adjudicator is			
Clause W1.2(3): The Adjudicator nominating body is			
Clause W1.4(2) the tribunal is			
Clause W1.4(5) The arbitration procedure is			
Clause 12: Data for Secondary Option clauses			
Clause X17: Low service damages			

Clause by clause statement of compliance to the General Conditions of Contract

Clause X18: Limitation of Liability			
Clause X18.1: The Contractor's liability			
Clause X18.2: Any one event			
Clause X18.3 The Contractor's total liability			
Clause X18.4 The Contractor's total liability			
Clause 18.5: The end of liability date is			
Clause Z: Additional conditions of contract			
C1.2: Contract Data			
Part two - Data Provided by the contractor			
Clause 10.1: The contractor is			
Clause 11.2(14) The following matters will be included in the Risk Register			
Clause 11.2(15) The Service Information			
Clause 24.1 The key persons are:			
Option E: Cost reimbursement contract			
Clause 11.2(12) The price list is in			
C2 Pricing Data			
C2.1 Pricing Instructions			
C2.2 Price list			
C3 Service Information			
Clause 1 Description of the service			
1.1			
1.2			
1.3			
1.3.1			
1.3.2			
1.3.3			
1.3.4			
1.3.5			
1.3.6			
1.3.7			
1.3.8			
1.4			
1.5			
1.6			
1.7			
1.8			
1.9			
1.10			
1.11			
1.11.1			
1.11.2			
1.11.3			
1.11.4			
1.11.5			
1.11.6			
1.11.7			
1.11.8			
1.12			
1.12.1			
1.13			
1.13.1			
1.13.2			
1.13.3			
1.14			

Clause by clause statement of compliance to the General Conditions of Contract

1.14.1			
1.15			
1.15.1			
1.16			
1.16.1			
1.17			
1.17.1			
2 Specifications			
3 Constraints on how the Contractor provides the works			
3.1			
3.2			
3.3			
3.4			
3.5			
3.6			
3.7			
3.8			
3.9			
3.10			
3.11			
3.12			
3.12.1			
3.12.2			
3.12.3			
3.12.4			
3.12.5			
3.12.6			
3.12.7			
3.13			
3.13.1			
3.13.2			
3.13.3			
3.14			
3.14.1			
3.14			
3.14.1			
3.15			
3.15.1			
3.16			
3.16.1			
3.17			
3.17.1			
3.17.2			
3.17.3			
3.17.4			
3.17.5			
3.18			
3.18.1			
3.18.2			
3.18.3			
3.19			
3.19.1			
3.19.2			
3.20			
3.20.1			

3.20.2			
4 Requirements for the programme			
4.1			
5 Services and other things provided by the Employer			
5.1			
6 Property affected by the service			
6.1			

Preview Copy

Part C1: Agreement & Contract Data

Preview Copy

Transnet Freight Rail

Tender Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

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:

EMERGENCY CIVIL REPAIRS AND MAINTENANCE WORKS AN AS AND WHEN REQUIRED BASIS AT MUSINA, MAKHADO AND SURROUNDING AREAS FOR A PERIOD OF TWO YEARS

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedule, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

The offered total of the Prices exclusive of VAT is	Not Applicable – Rates Based Contract
Value Added Tax @ 14% is	Not Applicable – Rates Based Contract
The offered total of the Prices inclusive of VAT is	Not Applicable – Rates Based Contract

If Option E applies, 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:

Transnet Freight Rail

RFQ Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

Acceptance

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

The terms of the contract, are contained in:

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

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

Deviations 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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Transnet Freight Rail

RFQ Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer:

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the Employer

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

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

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

Clause	Statement	Data
1	General	
	The conditions of contract are the core clauses and the clauses for main Option:	
		E: Cost reimbursable contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) ¹ (and amended June 2006 and April 2013)	
10.1	The Employer is:	Transnet SOC Ltd
	Address:	Registered address: Carlton Centre 150 Commissioner Street Johannesburg
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Cnr Paul Kruger and Minnaar streets Pretoria 0001
		Postal address: Private Bag X34 Pretoria, 0001
	Tel No.	012 315 2059
	Fax No.	012 315 2138

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

Transnet Freight Rail

Tender Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

10.1	The <i>Service Manager</i> is (name):	Mokgadi Molokwane
	Address	Room 232, Nzasm Building, c/o Paul Kruger and Minnaar streets, Pretoria
	Tel	012 315 2116
	Fax	012 315 3214
	e-mail	<u>Mokgadi.Molokwane@transnet.net</u>
11.2(2)	The Affected Property is	Musina, Makhado and surrounding areas
11.2(13)	The service is	Civil repairs and maintenance works on an "as and when required basis" for a period of two (2) years
11.2(14)	The following matters will be included in the Risk Register	Nil
11.2(15)	The Service Information is	The Service information
12.2	The law of the contract is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The language of this contract is	English
13.3	The period for reply is	24 hours
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The Contractor submits a first plan for acceptance within	one week of the Contract Date
3	Time	
30.1	The starting date is.	TBA
30.1	The service period is	Two years
4	Testing and defects	No additional data is required for this section of the conditions of contract.
5	Payment	
50.1	The assessment interval is	Once a month
51.1	The currency of this contract is the	ZAR
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The interest rate is	the prime lending rate of the Standard Bank South Africa.

6	Compensation events	(If the optional statement for this section is not used, no data will be required for this section)	
	These are additional compensation events:	1	Nil
		2	Nil
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i> .	
8	Risks and insurance		
80.1	These are additional <i>Employer's</i> risks	1.	Emergency – water pipes which burst to be attended to within a period of six hours.
		2.	
		3.	
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	As stated in the PCI insurance policy for contract works/Public liability	
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	To the extent as stated in the PCI insurance policy for Contract works/Public Liability	
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	As stated in the PCI insurance policy for contract works/Public liability	
83.1	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:	As stated in the PCI insurance policy for contract works/Public liability	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table		
	1 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 PCI performance of the Contract as stated in the insurance policy for Contract Works / Public Liability	
	Cover / indemnity is:	Is to the extent as stated in the PCI insurance policy for Contract Works / Public Liability	

Transnet Freight Rail

Tender Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

	The deductibles are:	as stated in the PCI insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the PCI insurance policy for contract Works and Public Liability
	Cover / indemnity is	Is to the extent as stated in the PCI insurance policy for Contract Works / Public Liability
	The deductibles are	As stated in the PCI insurance policy for Contract Works / Public Liability
83.1	The <i>Employer</i> provides these additional insurances	
	1 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity is:	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are:	As stated in the PCI insurance policy for Contract Works / Public Liability
	2 Insurance against:	
	Cover / indemnity is	
	The deductibles are	
83.2	The <i>Contractor</i> provides these additional insurances.	
	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	

1 Insurance against: Where the contract requires that the design of any part of the works shall be provided by the Contractor he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected

Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site. Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any sub-contractor.

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

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

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

10 Data for main Option clause

A Priced contract with price list

20.5 The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than n/a

C Target contract with price list

20.4 The Contractor prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than n/a

50.6	The exchange rates are those published in	n/a	
53.1	The Contractor's share percentages and the share ranges are	share range less than % from % to % from % to % greater than %	Contractor's share %-age % % % %
53.3	The Contractor's share is assessed on (dates)		
E	Cost reimbursable contract		
20.4	The Contractor prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	n/a (cost reimbursable.)	
	The exchange rates are those published in	n/a	
11	Data for Option W1		
W1.1	The Adjudicator is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an Adjudicator.	
W1.2(3)	The Adjudicator nominating body is: If no Adjudicator nominating body is entered, it is	The Association of Arbitrators (Southern Africa)	
W1.4(2)	The tribunal is:	Arbitration	
W1.4(5)	The arbitration procedure is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)	
	The place where arbitration is to be held is	Pretoria	
	The person or organisation who will choose an arbitrator		
	- if the Parties cannot agree a choice or		
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)	
12	Data for secondary Option clauses		
X17	Low service damages	R350.00 per hour	
X18	Limitation of liability		
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	R 200,000.00 per occasion	

Transnet Freight Rail

Tender Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	R 200,000.00 per occasion
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	R (n/a)
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	R 200,000.00 per occasion
X18.5	The <i>end of liability date</i> is	one year after the end of the <i>service period</i> .
Z	Additional conditions of contract	
Z1		
Z2		
Z3		

C1.2 Contract Data

Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete.

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

Clause	Statement	Data
10.1	The Contractor's (Name): Address Tel No. Fax No.	
11.2(8)	The direct fee percentage	%
	The subcontracted fee percentage	%
11.2(14)	The following matters will be included in the Risk Register <ul style="list-style-type: none"> ➤ Risk of falling into Drainage / Pits ➤ Electric Shocks ➤ Danger associated with the use of Picks 	
11.2(15)	The Service Information for the Contractor's plan is in:	Health and Safety Plan
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1. Name: Job: Responsibilities: Qualifications: Experience:	

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

Transnet Freight Rail

Tender Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in. Attached at the back of tender document.

E	Cost reimbursement contract
11.2(12)	The price list is in

Preview Copy

Transnet Freight Rail

Tender Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

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.

All Rates 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 Rates.

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

It will be assumed that rates included in the Price list are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.

Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

The Price list is not intended for the ordering of materials. Any ordering of materials, based only on the Price list, is at the Contractor's risk.

The following abbreviations are used in the Price list:

Hr	=	Hour
Ea.	=	Each
Km	=	Kilometre

The rates in these Price list are fully inclusive prices for the work described under the items. Such rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.

When calculating your unit rates for the work to be done as mentioned in the Price list, kindly note that the labour unit rates must allow for the following items;

- Tools and equipment to be used in the execution of the works
- Salaries
- Insurance on tools and equipment to be used
- Overheads
- Profit
- Transport costs within the 50km travelling area.
- Consumables

The short descriptions of the items of payment given in these Schedule of orders are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Service Information.

Any error in the invoiced amount shall be corrected and reflected in the following monthly statement by the Contractor.

Transnet Freight Rail

Tender Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

All invoices must reflect the following information:

- Contract number
- Job number / reference number
- Description of the work to be performed plus detailed address where the work was performed.
- Labour hours
- Travelling time
- Proof of material purchased (Invoice).

All invoices to be verified by a Transnet Freight Rail Service Manager.

The labour rates price quoted must include travelling within a radius of 50km. Travelling time will only be paid outside a radius of 50km from Makhado as the central point.

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Transnet Freight Rail

Tender Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

C2.2 Price List

The Price List is as follows:

Item no.	Description	Unit	Rate
1	CIVIL WORKS: NORMAL WORKING HOURS		
1.1	Labour rate per hour ~ Artisan	Hr	
1.2	Labour rate per hour ~ un-skilled labourer	Hr	
1.3	Travelling per km >50km radius	Km	
2	CIVIL WORKS: AFTER HOURS AND SATURDAY		
2.1	Labour rate per hour ~ Artisan	Hr	
2.2	Labour rate per hour ~ un-skilled labourer	Hr	
2.3	Travelling per km >50km radius	Km	
3	CIVIL WORKS: SUNDAYS AND PUBLIC HOLIDAYS		
3.1	Labour rate per hour ~ Artisan	Hr	
3.2	Labour rate per hour ~ un-skilled labourer	Hr	
3.3	Travelling per km >50km radius	Km	
4	MATERIAL		Percentage
4.1	Handling cost of material	%	%

NB: Travelling time will only be paid outside the 50km radius of Makhado, 50km to and from and must include transport of labour, fuel and vehicle.

C3 Service Information

1. Description of the service

- 1.1 The nature of the service covers the provision of resources for Transnet Freight Rail's requirements for the civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years. The work sites shall be kept clean and tidy at all times. All rubble shall be dumped at a registered Metro-dumping site.

The *Contractor* shall not make use of any sub-*contractor* to perform the works or parts thereof without prior permission from the Service Manager. The *Contractor* shall ensure that a safety representative is at site at all times.

The *Contractor* shall request the person concerned to write the instruction in the site book to sign and to request his official designation. The *Contractor* shall countersign the instruction. The *Contractor* and Transnet Freight Rail's Service Manager shall take a copy of the instruction – one copy to remain in the book.

The *Contractor* shall, at his own expense, make good to the satisfaction of the Service Manager all defective materials and workmanship which may manifest themselves within a period of two weeks after completion of the Work.

- 1.2 The *Contractor* shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Service Manager / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.3 The *Contractor* shall, in particular, comply with the following Acts and Transnet Specifications:-
- 1.3.1 The Compensation for Occupational Injuries and Diseases Act No. 130 of 1993. The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- 1.3.2 The Occupational Health and Safety Act (Act 85 of 1993).
- 1.3.3 The explosive Act No. 26 of 1956 (as amended). The *Contractor* shall, when applicable, furnish the Service Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
- 1.3.4 The *Contractor* shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials,
- 1.3.5 Submit to the Service Manager / Supervisor.

- 1.3.6 The *Contractor* shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.3.7 The *Contractor's* Health and Safety Programme shall be subject to agreement by the Service Manager / Supervisor, who may, in consultation with the *Contractor*, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.
- 1.3.8 In addition to compliance with clause 1.3.7 hereof, the *Contractor* shall report all incidents in writing to the Service Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.4 The *Contractor* shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Service Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Service Manager or Supervisor in writing.
- 1.5 The *Contractor* shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the *Contractor* regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Service Manager or Supervisor and must be countersigned by the *Contractor*. The *Contractor* shall supply and have available on the site at all times an A5 size triplicate carbon copy book with detachable sheets for receiving and recording instructions by the Service Manager or other officers of Transnet.
- 1.6 Both books mentioned in 1.4 and 1.5 shall be the property of Transnet Freight Rail and shall be handed over to the Service Manager or Supervisor on the day of the signing or handing over.
- 1.7 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.8 The *Contractor* will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd part suppliers/Manufacturers.
- 1.9 The *Contractor* shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 1.10 The *Contractor* will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.
- 1.11 CIVIL REPAIRS AND MAINTENANCE:-
- 1.11.1 Specifications will be drafted depending on the type and nature of civil work concerned.

- 1.11.2 At least one artisan should be skilled in plumbing work.
- 1.11.3 Guarantee the quality, authority and supervision of Transnet.
- 1.11.4 In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all off the work performed by the *Contractor*, Transnet shall forthwith notify the *Contractor* thereof. The *Contractor* shall then forthwith redo the complete work at his own cost to the satisfaction of Transnet.
- 1.11.5 Should the *Contractor* be unable in general to adhere to the laid down bonus manual/schedule time or manufacture's standard time, Transnet may terminate the Agreement.
- 1.11.6 Both parties shall keep daily records, time sheets and such other records or documents as may be necessary to enable the parties to determine exactly how many hours per job card (including overtime) the *Contractor* has been in Transnet's service.
- 1.11.7 The *Contractor* shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the consent of the Service Manager. Breach of this condition will entitle Transnet to cancel the contract forthwith.
- 1.11.8 Reflector belts and safety shoes must be worn at all times on site.
- 1.12 SUPERVISION
- 1.12.1 The *Contractor*, or a responsible person empowered to act on his behalf, shall be present at the Work Site to supervise the Works and to receive the instructions of the Service Manager.
- 1.13 COMPETENT EMPLOYEES
- 1.13.1 Transnet will assume that the *Contractor* is a competent, professional body, updated with all the relevant rules, instructions and working methods and procedures to execute the work. Therefore all rework due to the lack of knowledge or expertise will be at the *Contractor's* account
- 1.13.2 All persons employed by the *Contractor* to carry out the works shall be competent, responsible and of good character.
- 1.13.3 If, in the opinion of the Service Manager, any person employed by the *Contractor* is inefficient, negligent, disrespectful or objectionable, the Service Manager may, after consultation with the *Contractor*, instruct that such person be removed from the Works/site.
- 1.14 HOURS OF DUTY/NORMAL WORKING HOURS
- 1.14.1 All work shall be carried out between the hours of 07:00 and 16:30, Monday to Friday unless otherwise arranged with the Service Manager.

Transnet Freight Rail

Tender Number: ERAC KT3793 – 21628CIDB

Description of the Works: Civil repairs and maintenance work on an "as and when required basis" at Musina, Makhado and surrounding areas for a period of two (2) years.

1.15 INSPECTION OF WORK

- 1.15.1 During the progress of the contract, all materials used and all work being undertaken by the *Contractor* shall be subjected to periodic inspection by the Real Estate Management Technical Pretoria. Should at any stage in the progress of the said works, an inspection visit or test reveal any defects due to improper materials or workmanship shall immediately be replaced or remedied by the *Contractor* at his own expense and to the entire satisfaction of the Project Manager or his duly authorised representative.

1.16 HANDING OVER OF WORKPLACES

- 1.16.1 Handing over of workplaces will be done on satisfactory completion of the work and after the removal of all released and surplus material where applicable. Handing over inspections will be convened on an ad hoc basis, as required.

1.17 DURATION OF THE CONTRACT

- 1.17.1 Refer to Contract Data. Transnet will have the right to cancel the contract at any time and will give the *Contractor* one month's notice in doing so.

2 Specifications

Title	Date or revision	Tick if publicly available
*Specification E4B: Minimum Communal Health Requirement in areas outside the jurisdiction of a local Authority: Temporary Facilities for <i>Contractor's</i> Personnel	Nov. 1996	yes
*Specification E.4E Transnet: Safety arrangement and Procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations	August 2003	yes
* Specification BBD8210 version 1 (Old E7/1 (July 1997): Specification for general work and works on, over, under, or adjacent to railway lines and near high voltage equipment		yes

3. Constraints on how the *Contractor* Provides the Works

- 3.1 Water and electricity will be supplied free of charge by Transnet Freight Rail. A continuous supply of water and electricity can however not be guaranteed.
- 3.2 The *Contractor* shall at his own cost arrange for connections and extensions (if necessary) to existing supplies and for the removal of these connections and extensions on completion of the contract.
- 3.3 The *Contractor* must not turn off any electrical or water supply without obtaining permission from the Service Manager or his Supervisor.
- 3.4 The *Contractor* must be in possession of or have access to a cellular phone and a facsimile machine.
- 3.5 The *Contractor* will be responsible for his own measurements. Left over material, rubble and all equipment stripped by the *Contractor* are to be removed from site by the *Contractor* as his property.
- 3.6 The premises shall be left perfectly clean after completion of the work, before payment will be made.
- 3.7 The *Contractor* will supply all equipment and material. Except otherwise specified, the *Contractor* shall provide all labour, tools, consumables stores, plant, equipment, services, materials, materials and ingredients of every description required for the carrying out and completion of the work included in this contract.
- 3.8 Proof of prices paid by the *Contractor* for such consumable stores, materials and ingredients shall be made available for Transnet on a monthly basis together with the *Contractor's* invoice.
- 3.9 The *Contractor* shall provide sufficient communication facilities including a fax machine in order that he may be reached at any time and place during the duration of the contract. The *Contractor* must be able to respond to any emergency request within twenty four hours after he is notified thereof.
- 3.10 In extreme cases for example burst pipes, the *Contractor* must be able to respond within six hours.
- 3.11 The *Contractor* must have the following tools and equipment to execute the work:
- Angle grinder
 - Hand drills
 - Van or 1 ton truck
 - Step ladders
 - Scaffolding
 - Wheelbarrows
 - A variety of tools and equipment needed for maintenance, renovations and refurbishment of buildings.

3.12 The *Contractor's* Invoices

- 3.12.1 When the *Service Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 3.12.2 The invoice must correspond to the *Service Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 3.12.3 The invoice contains the supporting detail.
- 3.12.4 The invoice is presented either by post or by hand delivery.
- 3.12.5 Invoices submitted by post are addressed to: TBA.
- 3.12.6 Invoices submitted by hand are presented to: TBA
- 3.12.7 The invoice is presented as an original.

3.13 MEASUREMENT AND PAYMENT

- 3.13.1 No payments will be made for periods of non-availability.
- 3.13.2 It is the duty of the *Service Manager* to send a copy of the hand over certificate that has been certified as correct by the *Contractor*, together with the relevant pages of the site diary, to the office of the *Employer* for payment to be made.
- 3.13.3 All work done must be according to the specification given by Transnet.

3.14 MACHINERY AND OCCUPATIONAL SAFETY ACT 1993 (ACT 85 OF 1993)

- 3.14.1 The *Contractor* will be the employer as defined in the above mentioned Act.

3.14 SAFETY AND PROTECTION OF WORKPLACES

3.14.1 WHERE REQUIRED THE *CONTRACTOR* SHALL SUPPLY AND ADHERE TO THE FOLLOWING:-

- The *Contractor* shall ensure that all his employees are equipped with neat and good quality protective clothing & reflecting bibs which shall be worn at all times while executing work. No red clothing will be tolerated.
- Where and when required protection of workplaces will be done in accordance with the latest guidelines and circulars approved by Transnet.
- The *Contractor* must make allowance for all workers and supervisors to undergo the safety and electrical awareness courses supplied and funded by Transnet. The duration is approximately one day.
- The *Contractor's* staff shall comply with instructions issued by the *Service Manager* regarding safety.

3.15 DEFECTIVE WORK

- 3.15.1 Defective work resulting from negligence or poor workmanship will be rectified at the *Contractor's* own expense. (Including material).

3.16 ACCOMMODATION

3.16.1 The *Contractor* shall supply all accommodation for his employees. No housing will be allowed on Transnet property.

3.17 TO BE SUPPLIED BY THE *CONTRACTOR*

3.17.1 All facilities and personnel as required.

3.17.2 All plant required under this Agreement.

3.17.3 All accommodation for his staff.

3.17.4 Provision of site books per artisan: (Triplicate book with duplication paper). One Site Instruction book for recording of site instructions issued by the *Service Manager*. One Daily Diary book, issued by the *Service Manager*, which will be kept updated daily with information of all available resources, productions, delays, etc. and signed by both the *Contractor* and the *Service Manager* at the end of each day. These records will assist with payments.

3.17.5 All communication required by radios and / or cellular telephones for communication.

3.18 SUPPLY OF MATERIAL

3.18.1 The *Contractor* will supply all consumable materials required in the execution of work.

3.18.2 The *Contractor* will be responsible for the transportation of all material to the site and the safeguard of all material on site.

3.18.3 The *Contractor* will be responsible for the loading/offloading of released material and the transportation thereof to a location as indicated by the *Service Manager*.

3.19 QUALITY CONTROL

3.19.1 All work performed by the *Contractor* will be inspected and evaluated for quality of work in accordance with specified specifications.

3.19.2 The *Contractor* shall leave all workplaces neat and tidy.

3.20 COMMUNICATION AND EXECUTION OF WORKS

3.20.1 The *Contractor* will at all times act on the written instructions of the *Service Manager* named in the Contracts Data Part one - Data provided by the *Employer*. Works executed by the *Contractor*, not instructed by the *Service Manager*, is executed at the *Contractor's* risk.

3.20.2 The *Contractor* will at all times act on the written instructions of the *Service Manager* named in the Contracts Data Part one - Data provided by the *Employer*.

Transnet Freight Rail

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4 Requirements for the programme

- 4.1 Where possible or applicable, Transnet will provide the *Contractor* with monthly program of prioritized work to be done.

5 Services and other things provided by the *Employer*

- 5.1 N/A

6 Property affected by the service

- 6.1 The works shall be performed at Witbank and the surrounding depots within the Mining Mineral and Chemicals Business Unit as stated in the Contract Data.

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