

**NEC3 Engineering & Construction Contract (ECC3)**

**Transnet SOC Limited**

(REGISTRATION NO.1990/000900/06)

trading as

**Transnet Freight Rail**

**RFP No. S.I/PROP.12001 CIDB**

**ERMELO TRAINING CENTRE – UPGRADE OF EXISTING  
TWO BUILDINGS INCLUDING EXTERNAL WORKS**

**Issue Date: 23 JULY 2012**

**Closing Date: 28 AUGUST 2012 AT 10:00**

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## PART T 1: Tendering Procedures

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## PART T1: TENDERING PROCEDURES

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFP No. S.I/PROP.12001 CIDB

Transnet Limited trading as Transnet Freight Rail (the employer) invites tenders for the Ermelo Training Centre – Upgrade of existing two buildings including external.

Tenderers should have a CIDB contractor grading designation of 7GB or higher. Only tenderers, who are registered with the CIDB, are eligible to submit tenders.

The physical address for collection of tender documents is: Transnet Freight Rail, Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg.

Tender documents may be collected during working hours after 08:00 on 23 July 2012 and will only be available until 15:00 on Tuesday, 31 July 2012.

A non refundable tender deposit of R 750.00 (per set) is to be made to Transnet Freight Rail at the Standard Bank, account number 203158598, branch code 004805. The deposit slip must reflect the tender number S.I/PROP.12001 CIDB and the Company name. The official Bank receipt(s) franked with the official Bank stamp to be provided with the collection of a tender document. No tenders will be sold after 15:00 on Tuesday, 31 July 2012.

Queries relating to the administrative issues and technical issues of these documents may be addressed to:

Mr. Johan Jansen  
Tel No. 011 584 0625  
E-mail: Johan.Jansen2@transnet.net

or

Ms. Sarah Assegaai  
E-mail: Sarah.Assegaai@transnet.net

A compulsory clarification meeting with representatives of the Employer will take place at Umjantshi B Boardroom, Ground Floor, Inyanda House 2, 15 Girton Road, Parktown on Wednesday, 1 August 2012 at 10h00. The Clarification meeting will be followed by a compulsory site inspection at the Ermelo Training Centre, (GPS Coordinates: -26.513892°, 29.996186°), off Klein Street, Ermelo on Monday, 6 August 2012 starting at 12h00. Tenderers without a valid tender document in their possession will not be allowed to attend the compulsory clarification/site meeting. (Mr Johan Basson, tel no. (011) 584 0697 or cell no. 083-283 0508 can be contacted regarding directions to the offices).

Transnet reserves the right to accept the whole or any part of a tender. Transnet also reserves the right to negotiate terms and conditions with all, or a short-listed group of contenders, or the preferred Tenderer, should it be deemed necessary.

This tender closes punctually at **10:00 on Tuesday 28 August 2012**

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile and late tenders will not be accepted.

Tenderers are warned that a tender will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer(s) or employees of Transnet Limited in respect of a tender between the date the tender is submitted and the date of the award. A Tenderer may, however, at any time communicate with the Chairperson of the Transnet Freight Rail Acquisition Council, at telephone no. 011 584 9486 on any matter relating to his tender.

Envelopes must not contain documents relating to any tender other than that shown on the envelope. *No slips are to be attached to the tender documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Tenderer to the actual tender documents.* Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

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

Compliance of tender(s) with Transnet's requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet Limited in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account

#### **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)**

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 BBBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their RFP 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 BBBEE Accreditation Certificate. All procurement and disposal transactions in excess of R30 000 will be evaluated accordingly. All transactions below R30 000 will as far as possible be earmarked for EMEs

Consequently, when Transnet invites prospective suppliers to submit Proposals for its goods and services, it urges Respondents (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 Dti)

In terms of Government Gazette No 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE Accreditation Certificates issued by SANAS Approved verification agencies will be valid. However Accreditation Certificates issued before 1 February 2010, and which are still within their 1 year validity period, will still be acceptable, until its expiry date and provided the accreditation was done in accordance with the latest Codes (i.e. those promulgated on 9 February 2007).

No certificate issued after 1 February 2010, by a Verification Agency not approved by SANAS, will be acceptable as from that date.

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

**Large Enterprises (i.e. annual turnover >R35millionb**

- Rating level based on all seven elements of the BBBEE scorecard

**Qualifying Small Enterprises — OSE (i.e annual turnover between R5million and R35million):**

- Rating based on any four of the elements of the BBBEE scorecard

**Exempted Micro Enterprises — EME (i.e. annual turnover <R5m):**

- EMEs are exempted from BBBEE accreditation
- Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
- EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership is >50% or Black Women ownership >30%.

In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their RFP5 the percentage, of the total contract value that will be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate / adjudicate all RFP5 received on a fair basis.

The Dti has also contracted with B1SA (Pty) Ltd to create a national database of BBBEE enterprises. It will therefore be in the best interest of BBBEE enterprises, and they are accordingly encouraged to register themselves with B1SA (Pty) Ltd, immediately their SANAS approved verification agency issues their verification certificate. Not only will their name and BBBEE recognition level be published on the National BBBEE Database but other potential clients in the private and public sector requiring a particular commodity/ service may source them from this National Database for possible future business opportunities.

**Respondents will be required to furnish proof of the above 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 BBBEE.**

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

R \_\_\_\_\_

- If annual turnover <R5m, please attach audited financials
- If annual turnover >R5m please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

Suppliers and Tenderers are requested to duly complete the Supplier Declaration Form (SDF) and provide all the relevant supporting attachments as requested. Failure to provide the following may disqualify your tender submission:-

1. Duly completed SDF



## 2. Current tax clearance certificate

The Supplier and Tenderer shall furnish proof of the above to Transnet.

Transnet at its sole discretion may decide to allow certain price preferences in order to uplift the historically disadvantaged in terms of the PPPFA (Act 5 of 2000).

Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders/Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a tenderer/contractor/supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer/Contractor/Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers to report any allegations of fraud, corruption or other unethical activities to Transnet Tip-offs Anonymous, at any of the following addresses/contract numbers :-

- Toll free anonymous hotline – 0800 003 056
- Email – Transnet@tip-offs.com
- Fax number – 0800 007 788
- Freepost DN 298, Umhlanga Rocks, 4320

**Confidentiality is guaranteed.**

### • SUPPLIER DEVELOPMENT (SD) / ENTERPRISE DEVELOPMENT (ED):

Transnet's SD/ED Objective

- Transnet's short-term Supplier Development and Enterprise Development objective is to align their SD/ED initiatives with their B-BBEE Strategy in order to achieve the maximum score on the B-BBEE Scorecard.
- Transnet's long-term objective as defined by the Enterprise Development vision, is to leverage medium to large suppliers, as external agents, to influence downstream ED opportunities within the greater Transnet supply chain, focusing on Rolling stock, Port Equipment and Infrastructure etc.

Focus SD/ED Area's

- A focus will be on providing small businesses with opportunities and preferential trading terms.
- Empowering HDI's to create their own business resulting in quality job creation.
- Consider SD/ED strategy which should include financial and non financial assistance to downstream suppliers as well as skills development.

Respondents are requested to provide TFR with their Supplier Development (SD) / Enterprise Development strategy as well as providing details of:

- Job Preservation
- Job Creation

- Skills Development
- Small Business Promotion
- Localisation / Industrialisation
- Sustainability
- Rural Development

should they be successful with this tender. As part of the proposal, the respondent will need to include a high level SD/ED proposal which will be subject to evaluation as per the ED evaluation criteria. The successful respondent/tenderer must submit a more detailed SD/ED plan within 60 days of award of contract.

• **SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS**

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises.

• **Competitive Supplier Development Programme (CSDP):**

Transnet's CSDP Objective

- **Transnet's CSDP objective is to influence Multinational organisations toward initiatives that lead to the development of local downstream suppliers through large-scale SOE procurement in order to develop a competitive local supplier base focusing on Rolling stock and Infrastructure.**

Focus CSDP Area's

- **Applies to procurement event/s totaling greater than R70m (\$10m) with foreign companies**
- **Leveraging expanded maintenance and manufacturing initiatives.**
- **Skills development of scarce resources increasing the quality of jobs.**
- **Transfer of technology and innovation to local suppliers from foreign OEM's/companies**
- **Consider CSDP strategy which should include localization, sustainability and skills development as initiatives as a submission by tenderer.**

CSDP Triggers:

CSDP transactions are triggered when:

- **There is a single contract of which the total value is equal to or exceeds USD10 million (~R70 million)**
- **There is a contract with a renewable option clause, should the option be exercised, the total value of the opportunity is equal to or exceeds USD10 million (~R70 million)**



Furthermore, there is a CSDP obligation if the total value of the contract is less than USD10 million (~R70 million) but one of the following apply:

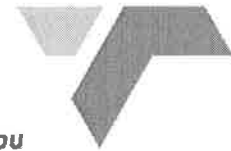
- **There is an opportunity to develop a local industry within Transnet's supply chain;**
- **When a limited local supply base exists and the potential to develop existing suppliers is evident;**
- **When there is a strong opportunity for IP and skills transfer to local suppliers and/or Transnet.**

Respondents are requested to provide TFR with their CSDP strategy as well as providing details of:

- Localisation / Industrialisation
- Sustainability
- Skills Development

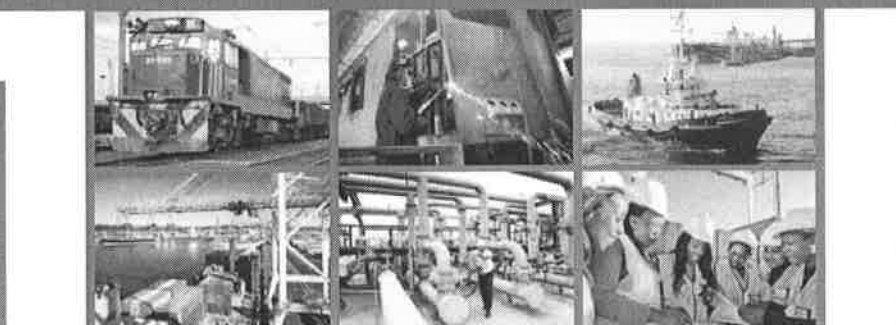
should they be successful with this tender. As part of the proposal, the respondent will need to include a high level CSDP proposal to include localization, sustainability and skills transfer which will be subject to evaluation as per the CSDP evaluation criteria. The successful respondent/tenderer must submit a more detailed CSDP plan within 60 days of award of contract.

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# Suppliers Code of Conduct

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# Suppliers Code of Conduct

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

These are:

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

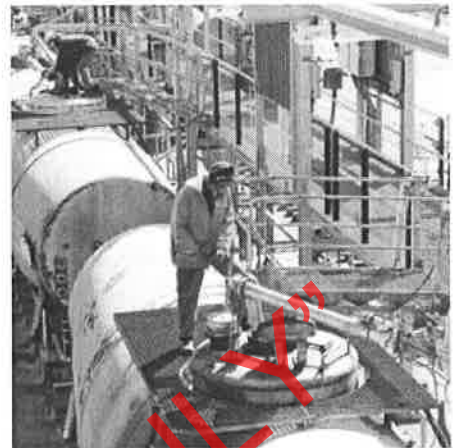
This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

## 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.

**Transnet 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 influence the outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.
- » There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

**Transnet is firmly committed to 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 non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

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

- » Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.
- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be 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.

### Conflict 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. Examples are:

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



**Show that you support good business practice by logging onto  
[www.transnet-suppliers.net](http://www.transnet-suppliers.net) and completing the form.**

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

**TIP-OFFS ANONYMOUS HOTLINE  
0800 003 056**

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## Part T1.2: Tender Data

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## PART T1: TENDERING PROCEDURES

### T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The 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 to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer is Transnet Limited trading as Transnet Freight Rail

F.1.2 The tender documents issued by the employer comprise:

**Part T1: Tendering procedures**

T1.1 Tender notice and invitation to tender

T1.2 Tender data

**Part T2: Returnable documents**

T2.1 List of returnable documents

T2.2 Returnable schedules

**Part C1: Agreements and contract data**

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Forms of Security

C1.4 Adjudicator's Appointment

**Part C2: Pricing data**

C2.1 Pricing instructions

C2.2 Specific Preliminaries

C2.2 Bill of Quantities

**Part C3: Scope of work**

C3 Scope of work

**Part C4: Site information**

C4 Site information & Drawings, Insurances

F.1.3 The employer's agent is:

Name : Mr. Johan Basson

Address : 3<sup>rd</sup> Floor, Table 7

: Inyanda House 2

: 15 Girton Road

: Parktown, 2193

Tel : 011 584 0697

Cell : 083-283-0508

Fax : 011 774 9669

E-mail : Johan.Basson@transnet.net



- F.2.1.1 The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
- contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **7GB** class of construction work; and

Joint ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the **GB** class of construction work; and
- 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 **7GB** class of construction work.

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

Confirmation of attendance to be notified at least one full working day in advance to:  
Name : **Johan Basson**

Tel : **011 584 0697 / 083-283-0508**

Fax : **011 774-9669**

E-mail : **Johan.Basson@transnet.net**

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.2.1.2 If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions.

Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

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

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

- i) If delivered by hand, to be deposited in the Transnet Freight Rail Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

The Chairperson  
Transnet Freight Rail Acquisition Council  
Inyanda House 1  
21 Wellington Road  
Parktown  
Johannesburg  
2001

It should also be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week. The measurements of the "tender slot" are 500mm wide x 100mm high, and Tenderers must please ensure that tender documents/files are not larger than the above dimensions. Tenders, which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

- ii) If posted, the envelope must be addressed to:

The Chairperson  
Transnet Freight Rail Acquisition Council  
P O Box 4244  
Johannesburg  
2000

and must be despatched in time for sorting by the Post Office to reach the Post Office Box indicated above, before the closing time of the tender. In the event of the late receipt of a tender, the Tenderer's franking machine impression will not be accepted as proof that the tender was posted in time.

- iii) **Identification details**

Tenders must be submitted before the closing hour on the date and time listed in the 'Notice and Invitation to Tender' and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No
- (b) Description of work
- (c) Closing date of tender

F.2.13.6 **A two-envelope procedure will not be followed.**

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

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is **12 weeks**

F.2.19 Access shall be provided for inspections, tests and analysis:  
**All sites as stated in the Scope of Work (Description of the Work)**

F.2.23 The Tenderer is required to submit the following certificates with his tender:

- 1.) An original valid Tax Clearance Certificate issued by the South African Revenue Services.
- 2.) BBBEE evaluation certificate done by an accredited company.
- 3.) Where a Tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner.

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

Time **10:15 on the closing date of tender.**

**Location: Table G66 & 69, West Wing, Ground Floor, Inyanda House 1,  
21 Wellington Road, Parktown, Johannesburg**

F.3.11.1 The procedure for the evaluation of responsive tenders is **Method 4**

The score for financial offer is calculated using Formula 2 (option 1) of table 4 of SANS 294,

Where  $W_1$  is the percentage score given to financial offer and equals 100 minus  $W_2$ .

The score for quality is to be calculated using the following formula:

$$W_Q = W_2 \times S_O / M_S$$

Where  $W_2$  is the percentage score given to quality and equals **60**

$S_O$  is the score for quality allocated to the submission under consideration

$M_S$  is the maximum possible score for quality in respect of a submission

The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:

$$W_C = W_3 \times \left(1 + \frac{(S - S_m)}{S_m}\right)$$

Where  $W_3$  is the number of tender evaluation points for quality and financial offer and equals:

90 where the financial value, VAT inclusive, of all responsive tenders received.

$S$  is the sum of score for quality and financial offer of the submission under consideration

$S_m$  is sum of the score for quality and financial offer of the submission scoring the highest number of points

#### **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 ( $T_{EV}$ ) in accordance with the following formula :

$$T_{EV} = N_{FO} + N_p + N_o$$

where :  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

$N_o$  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 sub-clause 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:

$$N_{FO} = W_1 \times A$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.

$W_1$  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: Formula for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
3	$\frac{P_m}{P}$	$P_m$ is the comparative offer of the most favourable tender offer. $P$ is the comparative offer of 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 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:

$$N_o = W_2 \times S_o / M_s$$

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

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

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

### EVALUATION CRITERIA

1. TECHNICAL DESCRIPTION (BY EXAMPLE)	WEIGHT
<b>CATEGORY: TECHNICAL / PRACTICAL (SCORING MATRIX)</b>	
• Compliance to all Specification/s as required	30
• Experience in refurbishment projects: CIDB Rating of GB7	10
• Organization and Staffing (Organogram and Curriculum Vitae	10
• Safety Plan (Part T2.2 TFR Tender Safety clauses and Questionnaire of tender document	10
• Comprehensive Environmental Management Plan, Risk Register and Business Continuity Plan. Risk register to cover identified risks associated with this project and accompanying risk mitigation measures	10
• Approach paper which responds to the scope of works and outlines proposed methodology and work plan complete with time frames.	
➤ Technical approach (Method Statement)	10
➤ Work plan with time frames(schedule) (Gantt Chart / Level 2 Program)	10
• Comparable projects (References / Track Record)	10
<b>TOTAL</b>	<b>100</b>



<b>2</b>	<b>COMMERCIAL DESCRIPTION (BY EXAMPLE)</b>	<b>WEIGHT</b>
<b>CATEGORY: COMMERCIAL (SCORING MATRIX)</b>		
	• Competitive Pricing	100
	<b>TOTAL</b>	<b>100</b>
<b>3</b>	<b>BBBEE DESCRIPTION</b>	<b>WEIGHT</b>
<b>CATEGORY: B-BBEE (SCORING MATRIX)</b>		
	• B-BBEE Certificate and Scorecard	100
	<b>TOTAL</b>	<b>100</b>
<b>4</b>	<b>SD/ED DESCRIPTION (BY EXAMPLE)</b>	<b>WEIGHT</b>
<b>CATEGORY: SUPPLIER / ENTERPRISE DEVELOPMENT / (SCORING MATRIX)</b>		
	• Submission of SD / ED Strategy	10
	• Quality of SD / ED Strategy	10
	• Skills Development	20
	• Rural Development	20
	• Job Creation / Preservation	20
	• Small Business Promotion	20
	<b>TOTAL</b>	<b>100</b>
<b>FURTHER RECOGNITION</b>		
	• Business with >50% Black Ownership	35
	• Business with >30% Black Woman Ownership	35
	• Business with Disabled Owned company	30
	<b>TOTAL</b>	<b>100</b>

Criteria to be evaluated on the following scales:

a) Compliance

A detrimental response/answer/solution	=	20
Less than acceptable	=	40
Acceptable response/answer/solution	=	60
Above acceptable	=	80
Excellent	=	100

F.3.13.1 Tender offers will only be accepted if:

- The Tenderer has completed and returned all returnable documents and schedules.
- The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- The Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- The Tenderer or any of its directors 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.
- The Tenderer has not:
  - 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; and
- f) 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.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is **one**.

The additional conditions of tender are:

- 1 The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *Works* and of the rates and prices stated in the priced Bill of Quantities in the *Pricing Data*. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.
- 2 Notwithstanding what is stated in Pricing Data, Tenderers are required to tender for all the areas quoted in the Bill of Quantities, if possible.  
  
Transnet Freight Rail may conclude one or more contracts as a result of this tender.
- 3 Time value of money" methodology and principles will be used in evaluation of tenders.
- 4 Tenderers are advised that it is compulsory to submit offers for all Tender Options as set - out below and where indicated by a tick.

**Option 1 – Subject To Escalation Price Offer**

**X**

Tenderers are advised that this offer, shall **be subject to Contract Price Adjustment Formulae based on the Haylett Formulae.**

**Option 2 – Fixed Price Offer**

**✓**

Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted, shall **not be subject to any form of Contract Price Adjustment Formulae e.g. Haylett Formulae.** In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.

This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

**Key: ✓ - Tender Option Applicable**  
**X - Not Required For This Tender**

**5 Market Related Wage Rates**

When pricing this document, respondents are to allow for wages, which are not less than the lesser of:

- The statutory wage rates in any labour category in the project locality; and,
- The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, a Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender prices, etc.

The employer reserves the right to reject responses to the Tender that do not comply with this condition.

## 6 Letter of Intent

For contracts with an anticipated value for R500 000.00 and above, Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a performance bond as required will be provided when asked to do so.

## 7 Change in the Scope of Work

Tenderers are advised that whilst preliminary space planning drawings have been prepared for this project and an estimated project value has been provided, the scope of work and value of the contract may be substantially altered. In this regard, Tenderers are advised that no claims for loss and expense shall be entertained for the employer implementing any changes that may become necessary. It shall be deemed that the Tenderer has allowed for any costs that may arise due to compliance with this clause in the Tender amounts offered.

## 8 Interviews

All Tenderers are advised that they may be required to attend interviews and / or submit further information; including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of all Tender submissions.

## 9 Indicative Programme

Tenderers are advised that should an indicative programme be included in the set of Tender documents it is not intended to be prescriptive. It should be used as a guide only.

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## Part T2: Returnable documents

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“PREVIEW COPY ONLY”

## PART T2: RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

**(Tender will be disqualified if all returnable documents and schedules are not returned)**

#### 1. Returnable Schedules required for tender evaluation purposes

No.	Returnable schedules (All are to be submitted)
1	Certificate of Attendance at Clarification Meeting
2	Schedule of Tenderer's Experience
3	Schedule of Subcontractors
4	Schedule of Plant and Equipment
5	Labour payment schedule
6	Record of Addenda to Tender Documents
7	Compulsory Enterprise Questionnaire
8	Curriculum vitae of key personnel
9	Proposed amendments and qualification
10	Certificate of authority for joint ventures (where applicable)
11	Supplier Declaration Form V7.4
12	RFP Declaration Form
13	Supplier Code of Conduct Declaration

#### 2. Other documents required for tender evaluation purposes

No.	Returnable Documents (All are to be submitted)
1	Safety Plan and Fall protection plan in accordance with the Construction Regulations of 2003 and Transnet's E4E
2	Comprehensive Environmental Management Plan, Risk Register and Business Continuity Plan. Risk register to cover identified risks associated with this project and accompanying risk mitigation measures

3	Form of Intent to provide performance bond
4	Certificate of Authority for Signatory (Resolution by Board)
5	Letter of Good Standing with the Compensation Commissioner
6	Quality Assurance Plan
7	Approach paper and work plan
8	Proposed organisation and staffing
9	Statement of compliance with requirements of the Scope of work
10	Certified Copy of Financial Statements (for the past 3years) including Balance sheets
11	Certified Copy of Share Certificates CK1 & CK2
12	Certified Copy of Certificate of Incorporation and CM29 and CM9
13	Certified Copies of Identity Documents of Shareholders/Directors/Members (where applicable)
14	Cancelled Cheque
15	Original current Tax Clearance Certificate (Certified if it's a copy)
16	Original VAT Registration Certificate
17	BBBEE evaluation Certificate
18	CIDB Registration Certificate
19	Detailed Construction Program
20	Respondents to provide TFR with their Supplier Development (SD) / Enterprise Development (ED) strategy as well as providing details of job retention and creation should they be successful with this tender. As part of the proposal, the respondent must include a high level SD/ED proposal which will be subject to evaluation as per the ED evaluation criteria (Questionnaire attached)
21	Transnet SOC Ltd:Contractual Safety clauses which will form part of any resulting contract and Questionnaire

### 3 Other documents that will be incorporated into the contract

#### 3.1 C1.1 Form of Offer and Acceptance

#### 3.2 C1.2 Contract Data (Part 1 and 2)

#### 3.3 C2.3 Bill of Quantities



## T2.2 RETURNABLE SCHEDULES

	Page Numbers
1. Certificate of Attendance at Clarification meeting	26
2. Schedule of the Tenderer's Experience	27
3. Schedule of Subcontractors	28
4. Schedule of Plant and Equipment (Tools)	29
5. Labour Payment Schedule	30
6. Record of addenda to Tender Document	31
7. Compulsory Enterprise Questionnaire	32-33
8. CV of key personnel.	34
9. Proposed Amendments and Qualifications	35
10. Certificate of Authority for joint ventures	36
11. Supplier Declaration form (version 7.4)	37-42
12. RFP Declaration Form	43-44
13. Supplier Code of Conduct Declaration	45
14. Safety Plan and Fall protection plan in accordance with the Construction Regulations of 2003 and Transnet's E4E	46
15. Comprehensive Environmental Management Plan, Risk Register and Business Continuity Plan. Risk Register to cover identified risks associated with this project and accompanying risk mitigation measures	47
16. Form of Intent to provide performance bond	48
17. Certificate of Authority for Signatory (Resolution by Board)	49
18. Letter of Good Standing with the Compensation Commissioner	50
19. Quality Assurance Plan	51
20. Approach paper and work plan	52
21. Proposed organisation and staffing	53
22. Statement of compliance with requirements of the Scope of work	54
23. Certified Copy of Financial Statements (for the past 3years) including Balance sheets	55
24. Certified Copy of Share Certificates CK1 & CK2	56
25. Certified Copy of Certificate of Incorporation and CM29 and CM9	57
26. Certified Copies of Identity Documents of Shareholders/Directors/Members (where applicable)	58
27. Cancelled Cheque	59
28. Original current Tax Clearance Certificate (Certified if it's a copy)	60-61
29. Original VAT Registration Certificate	62
30. BBBEE evaluation Certificate	63
31. CIDB Registration Certificate	64
32. Detailed Construction Program	65
33. Supplier Development (SD) / Enterprise Development Plan	66-69
34. Transnet SOC Ltd:Contractual Safety clauses which will form part of any resulting contract and Questionnaire	70-74

## Certificate of Attendance at Clarification Meeting

This is to certify that

\_\_\_\_\_ (Tenderer)

of \_\_\_\_\_ (address)

\_\_\_\_\_ was represented by the person(s) named below at the compulsory meeting held for all tenderers at \_\_\_\_\_ (location) on \_\_\_\_\_ (date), starting at \_\_\_\_\_. We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of Company representative(s) attending the **clarification meeting**:

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

Capacity: \_\_\_\_\_

Attendance of the above persons at the **clarification meeting** is confirmed by the Employer's representative:

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

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_

Particulars of Company representative(s) attending the **Ermelo Training Centre site meeting**:

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

Capacity: \_\_\_\_\_

Attendance of the above persons at the **Ermelo site meeting** is confirmed by the Employer's representative:

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

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_

### Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed
PREVIEW COPY ONLY			

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

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

Tenderer \_\_\_\_\_

### Schedule of Proposed Subcontractors

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

Tender  
Part T2: Returnable documents

T2.2

Returnable Schedules



### Schedule of Plant and Equipment

The following are lists of major items of relevant Equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major Equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major Equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Tender  
Part T2: Returnable documents

T2.2  
Returnable Schedules



**TRANSNET SOC LTD**  
(REGISTRATION No. 1990/000900/06)  
**TRADING AS TRANSNET FREIGHT RAIL**

**LABOUR PAYMENT SCHEDULE**

TENDERERS ARE REQUIRED TO COMPLETE THE FOLLOWING SCHEDULE:

**DAY LABOUR (IF REQUIRED)**

<b>Skilled</b>	Hour _____
<b>Unskilled</b>	Hour _____
<b>Labourer</b>	Hour _____
<b>Driver/Operator</b>	Hour _____
<b>% Profit on Material</b>	_____

**TRANSPORT AND MACHINERY**

1. Light vehicle up to 1 ton
2. 5 Ton vehicle
3. 10 Ton vehicle with crane
4. Crane
5. Scaffolding
6. Generator
7. Other equipment:

**RUNNING**

R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr

**STANDING**

R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr  
R \_\_\_\_\_ /hr

8. Full details of any other charges:

**TENDERER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



### Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

## Compulsory Enterprise Questionnaire

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;
- 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;
- 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
- 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

### Curriculum Vitae of Key Personnel

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional registration number:</b>	
<b>Name of employer (firm):</b>	
<b>Current Position:</b>	<b>Years with the firm:</b>
<b>Employment record:</b> (list in chronological order starting with earliest work experience)	
<b>A. Experience record pertinent to required service</b>	
<b>Certification:</b> I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____ <i>[Signature of person named in schedule]</i>	_____ Date

### Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

“PREVIEW COPY ONLY”

Signed

Date

Name

Position

Tenderer

### Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint venture.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATURE
Lead partner		Signature..... Name..... Designation
		Signature..... Name..... Designation
		Signature..... Name..... Designation





# Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

**NB:**

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

## **IMPORTANT NOTES:**

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

Transnet Vendor/Supplier Management [please substitute this with your relevant Transnet department before sending this document out]



## Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate		Yes		No			
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name				Designation			
Signature				Date			
<b>Stamp And Signature Of Commissioner Of Oath</b>							
Name				Date			
Signature				Telephone No.			

**NB:** Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.



## 2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(\* - Minimum requirements)

<b>2.1</b>	<b>Indicate the business sector in which your company is involved/operating:</b>		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

<b>2.2</b>	<b>What is your company's annual turnover (excluding VAT)? *</b>								
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

<b>2.3</b>	<b>Where are your operating/distribution centres situated *</b>	

## 3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(\* - Minimum requirements)

<b>3.1</b>	<b>Did the firm previously operate under another name? *</b>		
YES		NO	
<b>3.2</b>	<b>If Yes state its previous name:*</b>		
Registered Name			
Trading Name			



<b>3.3</b>	<b>Who were its previous owners / partners / directors?*</b>
SURNAME & INITIALS	ID NUMBERS

<b>3.4</b>	<b>List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *</b>							
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

<b>3.5</b>	<b>List details of current directors, officers, chairman, secretary etc. of the firm: *</b>					
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

<b>3.6</b>	<b>List details of firms personnel who have an ownership interest in another firm: *</b>				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

#### 4. VENDOR DETAIL

(Please tick as applicable) (\* - Minimum requirements)

<b>4.1</b>	<b>How many personnel does the firm employ? *</b>					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						



**4.1.1** In terms of above kindly provide numbers on women and disabled personnel? \*

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

**4.2** Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company \*

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

**4.2.1** Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

YES		NO	
-----	--	----	--

**4.2.2** Is your company a recipient of Enterprise Development Contributions? \*

YES		NO	
-----	--	----	--

**4.2.3** May the above mentioned information be shared and included in Transnet Supplier Database for future reference? \*

YES		NO	
-----	--	----	--

**4.2.4** If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? \*

YES		NO	
-----	--	----	--

**4.2.5** If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

**4.2.6** In terms of above kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

**4.2.7** Are any of your members/shareholders/directors ex employees of Transnet?

YES		NO	
-----	--	----	--

**4.2.8** Are any of your family members employees of Transnet?

YES		NO	
-----	--	----	--

**4.2.9** If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM





## Internal Transnet Departmental Questionnaire (for office use only)

### Section 1: To be completed by the Transnet Requesting / Sourcing Department

TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unblock		Once-Off / Emergency			
Extend		Delete		Undele							

Supplier's trading name			
Supplier's registered name			
Please indicate if the Supplier has a contract with sourcing Transnet OD		Yes	No
If yes please submit a copy of the letter of award			

#### a) What is being procured from the supplier?

i. Products only	Yes	No
ii. Services only	Yes	No
iii. Labour only	Yes	No
iv. Mix of services and products	Yes	No
v. Mix of services and labour	Yes	No

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes	No
-----	----

c) If your reply to (b) is "NO", please furnish reasons :

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS **IN ALL RESPECTS** BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER

Name	Grade	Date	Signature
		Y Y Y Y M M D D	

Tel No:		Fax	
---------	--	-----	--

### Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE Status)

NARROW BASED (NB)				BROADBASED (BBBEE)				
BEE O/S	BWBE	DPBE	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE
Name				Grade	Date			Signature
					Y	Y	Y	Y
					M	M	D	D
					Y	Y	Y	Y
					M	M	D	D



## RFP DECLARATION FORM

**RFP for the Ermelo Training Centre : Refurbishment of existing two buildings and external works.**

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

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

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

6. 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.
7. 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).
8. 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:	

#### IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFP's exceeding R 5,000,000.00 (five million S.A. Rands) in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R 5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

## Supplier Code of Conduct Declaration

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

of \_\_\_\_\_ (insert name of Company)

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature

"PREVIEW COPY ONLY"

## Safety Plan and Fall Protection Plan

The tenderer shall attach to this page the tenderer's Safety Plan and Fall protection plan in accordance with the Construction Regulations of 2003 and Transnet's E4E specifications attached to this tender document.

“PREVIEW COPY ONLY”

## Comprehensive Environmental Management Plan

The tenderer shall attach to this page the tenderer's Environmental Management plan in accordance with the Construction Regulations of 2003, National Environment Management Act, 107/1998, Environmental Conservation Act, 73/1998 and National Water Act, 36/1998.

The Environmental Management plan shall be inclusive of a Risk Register and Business Continuity Plan. Risk Register shall cover identified risks associated with this project and accompanying risk mitigation measures.

“PREVIEW COPY ONLY”

## FORM OF INTENT TO PROVIDE PERFORMANCE BOND

(To be typed on Bank letterhead)

TRANSNET FREIGHT RAIL

DATE:

### LETTER OF INTENT

PROJECT REFERENCE: \_\_\_\_\_

Dear Sir/Madam,

It is hereby agreed that in the event of the tenderer's offers being accepted, a Deed of Surety or Bond, as defined in the tender document and in a form acceptable to the Bank and always limited to the amount set out below, will be provided by the Bank named hereunder, on or before signing of the Contract.

This letter of intent is valid for **90 (Ninety) days** until \_\_\_\_\_ **(DATE)** ("Expiry") and after expiry will become null and void unless the Bank agrees in writing to extend the period of validity of this letter, prior to such date of expiry.

NAME OF TENDERER : \_\_\_\_\_

SIGNATURE OF TENDERER : \_\_\_\_\_

VALUE OF SURETY OR BOND : \_\_\_\_\_

NAME OF BANK : \_\_\_\_\_

ADDRESS OF BANK : \_\_\_\_\_

SIGNATURES OF BANK : \_\_\_\_\_

(For and on behalf of Bank)

(NAME)

(DESIGNATION)

(NAME)

(DESIGNATION)



## RESOLUTION

Project Reference:

Resolution of the Board of Directors of

Held at

on the

day of

20\_\_\_\_\_.

THAT

in his capacity as a Director of the

Company,

is hereby authorised to sign contract

and other documents on behalf of the Company in all matters relating to this application.

Certified a True Copy

Signed:

Director

(who by his signature warrants that he is  
authorised hereto on behalf of the company)

**NOTE:**

Should this not be applicable, then the applicant will be required to submit a resolution similar to the above authorising the signatory to bind the response to the tender document.

## LETTER OF GOOD STANDING

The tenderer shall attach to this page a valid letter of good standing from the Compensation Commissioner.

“PREVIEW COPY ONLY”

## QUALITY ASSURANCE PLAN

The tenderer shall attach to this page the tenderer's quality management plan required to execute and complete the contract to an acceptable Quality Standards. The tenderer's quality plan should include but not limited to the following to demonstrate the ability to manage the quality of work on site:

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

“PREVIEW COPY ONLY”

## APPROACH PAPER AND WORK PLAN

The tenderer, in addition to the general methodology for the project, shall attach to this page the tenderer's detailed method statement for the project which responds to the scope of work and outlines the proposed methodology including that related to the programme, technical approach and construction sequence, plant and equipment schedule, understanding of the project objective and Cashflow, Health and Safety, Quality and Environmental.

“PREVIEW COPY ONLY”

## PROPOSED PROJECT ORGANOGRAM AND STAFFING

The tenderer shall attach to this page the tenderer's proposed project organogram indicating the resource allocation hierarchy for all stages of the construction project. The organogram should consist of resources allocated specifically to the project and not general company organogram.

“PREVIEW COPY ONLY”

## STATEMENT OF COMPLIANCE WITH THE REQUIREMENTS OF THE SCOPE OF WORK

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

of \_\_\_\_\_ (insert name of Company)

hereby acknowledges having read, understood and agree to the requirements of the  
scope of work described in this tender document and at the compulsory tender briefing  
meeting.

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature



## FINANCIAL STATEMENTS

The tenderer is required to attach a set of abridged audited financial statements for the last 3 (three) years under this section.

In the event that the financial statements for the last financial year only has not been audited, the tenderer is required to submit the management accounts of the last financial year and the current financial year to date records.

“PREVIEW COPY ONLY”

## SHARE CERTIFICATES

The tenderer is required to attach certified copy of the tenderer's share certificates (CK1 & CK2), if applicable, under this section.

“PREVIEW COPY ONLY”

## CERTIFICATE OF INCORPORATION

The tenderer is required to attach certified copy of the applicant's Certificate of Incorporation (CM29 & CM9), if applicable, under this section.

“PREVIEW COPY ONLY”

## IDENTITY DOCUMENTS

The tenderer is required to attach legible certified copies of the Identity Documents of the tenderer's Shareholders, Directors and Members, where applicable, under this section.

“PREVIEW COPY ONLY”

## CANCELLED CHEQUE

The tenderer is required to attach a copy of the tenderer's cancelled cheque, under this section.

“PREVIEW COPY ONLY”

## ORIGINAL TAX CLEARANCE CERTIFICATE

### IT IS A CONDITION OF BIDDING THAT:

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six to twelve (6 - 12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
4. In case of Foreign Bidders, they can contact South African Receiver of Revenue (SARS) to obtain the Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at Receiver's office



## Application for Tax Clearance Certificate

(IN RESPECT OF BIDDERS)

- Signature of contact person requiring Tax Clearance Certificate: \_\_\_\_\_

Name: \_\_\_\_\_

Telephone number:  Code \_\_\_\_\_ Number \_\_\_\_\_

Address: 

Date: 20...../...../.....

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

## VAT REGISTRATION CERTIFICATE

The tenderer is required to attach a valid original copy of the tenderer's VAT registration Certificate, under this section.

“PREVIEW COPY ONLY”

## **BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE) CERTIFICATE**

The tenderer shall attach to this page a copy of the tenderer's BBBEE evaluation certificate. Only certificates issued by an Accreditation Agency approved by SANAS (the South African National Accreditation Systems) will be valid.

“PREVIEW COPY ONLY”

## **CIDB REGISTRATION**

A valid copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) must be submitted. Where an applicant satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the certificates of Contractor Registration in respect of each partner. Failure to submit the CIDB registration document may lead to the disqualification of the tenderer.

“PREVIEW COPY ONLY”

## DETAILED CONSTRUCTION PROGRAM

The tenderer is required to provide a detailed construction program, under this section, which provides the detail that would indicate the order and timing of activities required to execute the works in terms of the Works Information and within the required timeframe as per the indicative program included in this tender document. The program may take into account, but not limited to, the following:

- Start Dates, access dates, key dates, completion dates
- Provision for float, risk allowances, health and safety requirements
- Provide a resource histogram
- Demonstrate how the contractor will meet the above dates
- Written method statement backing up the program.

“PREVIEW COPY ONLY”

## SUPPLIER DEVELOPMENT PLAN

Transnet fully endorses and supports Government's New Growth Path Policy which aims to create 5 Million jobs by the year 2020.

Accordingly, Transnet requests applicants to submit a Proposed Supplier Development Plan demonstrating their commitment and support to the New Growth Path Policy.

The supplier development table, included as a returnable, further indicates the detailed areas which need to be completed for each of the evaluation criteria listed above. The applicant is required to address each aspect detailed in this document and indicated in the Supplier Development Table, as a minimum in their submission. This list is not exhaustive and the applicant must not be limited to these areas when completing each section. The applicant must provide supported calculations on how the Estimated Rand Values (ZAR) are derived.

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

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

Tenderer \_\_\_\_\_

## SUPPLIER DEVELOPMENT PLAN TABLE

SD Category Tender Requirement	Tender Requirement Criteria	Description	Estimated National Value Add (ZAR)
Job Creation / Preservation	No. of Jobs created with emphasis on black youth and people with disabilities (focus area: jobs created in local community)	The increase in the number of jobs, as a result of the award of business from Transnet	
		The number of jobs that are preserved as a result of the award of business is also taken into consideration	
Skills Development	Number of Employees trained to be evaluated on basis of man hours of training	Future Skills transfer within the industry, with an emphasis on the accumulation of the knowledge and experience, which will occur as a result of the transaction	
Small Business Promotion	Percentage Procurement from <ul style="list-style-type: none"> <li>• QSE's</li> <li>• EME's</li> <li>• Start-ups</li> </ul>	The encouragement of growth and expansion of emerging microenterprises, qualifying small enterprises and start-ups through procurement and support mechanisms provided by the potential Consultant.	
	Non-Financial Support provided to small business	Service Providers will be credited for each non-financial ED support that they are planning to give to small business e.g Professional support; employee time allocated to assisting small business	



**SUPPLIER DEVELOPMENT - BIDDERS RESPONSE**

This section must be duly completed in terms of this procurement event/tender/RFP (over the contract period) being awarded to you.

SD CATEGORY		SD VALUE INDICATORS			
3.4	Skills Development	SD MEASUREMENT	NUMBER	PERCENTAGE	BID REFERENCE
3.4.1.	How many (Number) TRANSNET / SA Technical Engineers will be trained				
3.4.2.	What is the Proposed Monetary value of TRANSNET / SA Technical Engineers trained (in terms of 3.4.1 above)				
3.4.3.	How many (Number) of Graduate SA Technical Engineers will be trained				
	How many (Number & Percentage) of Graduate SA Technical Engineers to be trained will be to Historically Disadvantaged Individuals/Contractors				
	How many (Number & Percentage) of Graduate SA Technical Engineers to be trained will be to Black women				
	How many (Number & Percentage) of Graduate SA Technical Engineers to be trained will be to persons with disabilities				
3.4.4.	What is the Proposed Monetary value of Graduate SA Technical Engineers to be trained				
3.4.5.	How many (Number) BURSARIES/SCOLARSHIPS to be offered to Graduate SA Technical Engineers				
	How many (Number & Percentage) BURSARIES/SCOLARSHIPS to be offered to Graduate SA Technical Engineers will be to Historically Disadvantaged Individuals/Contractors				
	How many (Number & Percentage) BURSARIES/SCOLARSHIPS to be offered to Graduate SA Technical Engineers will be to Black women				
	How many (Number & Percentage) BURSARIES/SCOLARSHIPS to be offered to Graduate SA Technical Engineers will be to persons with disabilities				
3.4.6.	What is the VALUE of BURSARIES/SCOLARSHIPS to be offered to Graduate SA Technical Engineers				
3.4.7.	What is the bidders Contribution towards SA APPRENTICESHIPS programme - Number				
	How many (Number & Percentage) APPRENTICESHIPS to be offered to Historically Disadvantaged Individuals/Contractors				
	How many (Number & Percentage) APPRENTICESHIPS to be offered to Black women				
3.4.8.	What is the bidders Contribution towards SA APPRENTICESHIPS programme - Value				
3.4.9.	Are any of the training interventions recognised qualifications in terms of NQF, SETA or other? Please specify.				

SD CATEGORY		SD VALUE INDICATORS			
3.5	Job Creation	SD MEASUREMENT	NUMBER	PERCENTAGE	BID REFERENCE
3.5.1.	How many (Number) of New Skilled jobs will be created				
	How many (Number) of New Skilled jobs will be created in the RURAL areas				
	How many (Number & Percentage) of NEW SKILLED JOBS will be to Historically Disadvantaged Individuals/Contractors				
	How many (Number & Percentage) of NEW SKILLED JOBS will be to Black women				
	How many (Number & Percentage) of NEW SKILLED JOBS will be to persons with disabilities				
	How many (Number & Percentage) of NEW SKILLED JOBS will be to the youth				
3.5.2.	How many (Number) of New Unskilled jobs will be created				
	How many (Number) of New Unskilled jobs will be created in the RURAL areas				
	How many (Number & Percentage) of NEW UNSKILLED JOBS will be to Historically Disadvantaged Individuals/Contractors				
	How many (Number & Percentage) of NEW UNSKILLED JOBS will be to Black women				
	How many (Number & Percentage) of NEW UNSKILLED JOBS will be to persons with disabilities				
	How many (Number & Percentage) of NEW UNSKILLED JOBS will be to the youth				

SD CATEGORY		SD VALUE INDICATORS			
3.6	Job Maintenance / Preservation	SD MEASUREMENT	NUMBER	PERCENTAGE	BID REFERENCE
3.6.1.	How many (Number) Jobs will be Maintained/Preserved				
	- By the Bidder/Tenderer				
	- By Sub-Contractors				
	- By the Suppliers				
	- By Other				

SD CATEGORY		SD VALUE INDICATORS			
3.7	Rural Development and Regional Integration	SD MEASUREMENT	NUMBER	PERCENTAGE	BID REFERENCE
3.7.1.	How many (Number) of RURAL Employees will be EMPLOYED				
3.7.2.	How many (Number) of Rural businesses will be Developed				

3.7.3.	What is the proposed procurement (VALUE) to be awarded to the Rural businesses in terms of 3.7.2				
3.7.4.	What is the proposed Value of Development to Local Community (Sustainable)				

SD CATEGORY		SD VALUE INDICATORS				
3.8	Small Business Promotion	SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE	BID REFERENCE
	3.8.1.	What is the Planned Percentage procurement from QSE's within the town/city of operation				
	3.8.2.	What is the Planned Percentage procurement from EME's within the town/city of operation				
	3.8.3.	What is the Planned Percentage procurement from Start-Up Enterprises within the town/city of operation				
	3.8.4.	What and how do you Plan to provide Financial support to small businesses. (Shorter payment terms, interest free loans, etc). Please Specify				
	3.8.5.	What and how do you Plan to provide Non-Financial support to small businesses (Professional support, employee time allocated to assisting small business, etc.). Please Specify				
	3.8.6	What and how do you Plan to provide implement Joint ED initiatives with Transnet (That are aligned to Transnet's objectives and that are not financial in nature). Please Specify				

SD CATEGORY		SD VALUE INDICATORS				
3.9	Further Recognition	SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE	BID REFERENCE
3.9.1.		In terms of Ownership of the entity, what percentage of exercisable voting rights is in the hands of Black Persons				
3.9.2		In terms of Ownership of the entity, what percentage of exercisable voting rights is in the hands of Black Women				
3.9.3		In terms of Ownership of the entity, what percentage of exercisable voting rights is in the hands of Black Youth				
3.9.4		In terms of Ownership of the entity, what percentage of exercisable voting rights is in the hands of Employment Schemes/Co-Operatives				
3.9.5		What is the VALUE OF Business with the local community/rural areas				
3.9.6		What is the Number and Value of projects / initiatives in the Involvement of black people with disabilities through ED or Other Initiatives				
3.9.7		What is the Number and Value of projects / initiatives in the involvement of black youth through ED or Other Initiatives				

SD CATEGORY			SD VALUE INDICATORS			
3.10	Other SD Initiatives / Interventions	SD MEASUREMENT	NUMBER	PERCENTAGE	RAND VALUE	BID REFERENCE
		Detail / Specify numbers, percentages and rand values of other SD initiatives/interventions				

ESTIMATED RAND VALUE OF TOTAL SD COMMITMENT	0
SD COMMITMENT EXPRESSED AS A PERCENTAGE OF ESTIMATED CONTRACT VALUE	%

## TRANSNET 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 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 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 Limited.
- 10) The Contractor shall furnish the\* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet 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 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 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 its 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
<b>1. OH&amp;S Policy and Management</b>		
- <b>Is there a written company health and safety policy?</b> - If yes provide a copy of the policy		
- <b>Does the company have an OH&amp;S Management system e.g NOSA, OHSAS, IRCA System etc</b> - If yes provide details		
- <b>Is there a company OH&amp;S Management System, procedures manual or plan?</b> - If yes provide a copy of the content page(s)		
- <b>Are health and safety responsibilities clearly identified for all levels of Management and employees?</b> - If yes provide details		
<b>2. Safe Work Practices and Procedures</b>		
- <b>Are safe operating procedures or specific safety instructions relevant to its operations available?</b> - If yes provide a summary listing of procedures or instructions		
- <b>Is there a register of injury document?</b> If yes provide a copy		
- <b>Are Risk Assessments conducted and appropriate techniques used?</b> - If yes provide details		

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

# 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)



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# **Part C1**

## **Agreement and contract data**

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### C1.1 FORM OF OFFER AND ACCEPTANCE (ECC3)

#### OFFER

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

#### Ermelo Training Centre – Refurbishment of existing two buildings and external works

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

By the representative of the tenderer, 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 representative, when signing this part of the Form of Offer and Acceptance, shall be deemed to be duly authorised by a Resolution of the Board of Directors/Certificate of Partners, a certified copy to be included in the Returnable Documents.

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

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:**

Name of  
witness

Signature of  
witness

Date

Tenderer's CIDB registration number (if any):

## ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender 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 Agreement. 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, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. 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

Name of  
witness

Signature of  
witness

Date

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

**Transnet SOC Ltd trading as Transnet Freight Rail, 49<sup>th</sup> Floor, Carlton Centre, 150  
Commissioner Street, Johannesburg, 2000**

## 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.
4. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties become an obligation of the contract, shall also be recorded here.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

## C1.2 CONTRACT DATA PROVIDED BY EMPLOYER (ECC3)

The conditions of contract are the NEC3 Engineering and Construction Contract (June 2005), copies of which may be obtained from the South African Institution of Civil Engineering (tel. 011-805 5947) or Engineering Contract Strategies (tel. 011 803-3008).

### Part One – Data Provided by the Employer

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

#### Statements given in all contracts

##### 1 General

- (a) The conditions of contract are the core clauses and the clauses for main Option **B**, dispute resolution Option **W1** and secondary Options **X7, X13 & X16** of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006).
- (b) **The Contractor's Offer and the Employer's Acceptance is in the document called Form of Offer and Acceptance – Part 1 (C1.1).**

- (c) The *works* are **Ermelo Training Centre : Refurbishment of Existing Two Buildings and External Works.**

- (d) The *Employer* is

Name      Transnet Limited trading as Transnet Freight Rail  
Address    49<sup>th</sup> Floor, Carlton Centre  
              150 Commissioner Street  
              Johannesburg, 2000

- (e) The *Project Manager* is

Name    : **LDM Consulting (Pty) Ltd**  
Address: **Suite 220, Office Towers, Overport City**  
              **430 Peter Mokaba Ridge**  
              **Durban, 4091**

- (f) The *Supervisor* is

Name    : **LDM Consulting (Pty) Ltd**  
Address: **Suite 220, Office Towers, Overport City**  
              **430 Peter Mokaba Ridge**  
              **Durban, 4091**

- (g) The *Adjudicator* will be appointed as mutually agreed upon between the parties when a dispute arises.

- (h) The *Works Information* is in the document called **"Scope of Work" – Part 3 (C3).**

- (i) The *Site Information* is in the document called “**Site Information**” – **Part 4 (C4)**.
- (j) The *boundaries of the site* are the **Ermelo Training Centre site**.
- (k) The *language of this contract* is **English**.
- (l) The *law of the contract* is the law of the **Republic of South Africa**.
- (m) The *period for reply to a communication* is **3 weeks**.
- (n) The *Adjudicator nominating body* is the **Association of Arbitrators (Southern Africa)**.
- (o) The *tribunal* is **Arbitration**.
- (p) The following matters will be included in the Risk Register
  - 1 Staff working under clearances at Ermelo.**
  - 2 Inadequate staffing.**
  - 3 Failure to use safety and protective equipment.**
  - 4 Incompetent employees.**
  - 5 Fitness for duty.**
  - 6 Theft and vandalism of material and equipment.**
  - 7 Damage to existing services.**

3 Time

(a)

The *starting date* is to be advised upon awarding of **contract**.

(b) The *access dates* are

Part of the Site to be advised      Date to be advised

1. All sites listed under “Description of work”      Duration of contract

(c) The *Contractor* submits revised programmes at intervals no longer than **4 weeks**.

4 Testing and Defects

(a) The *defects date* is **52 Weeks** after Completion of each site.

(b) The *defect correction period* is **TWO** weeks

(i) The *defect correction period* for

**N/A** is      weeks.

(ii) The *defect correction period* for

**N/A** is      weeks.

5 Payment

(a) The *currency of this contract* is the **South African Rand (ZAR)**.

(b) The *assessment interval* is on the **10<sup>th</sup>** of each calendar month.

(c) The *interest rate* is **two percent** per annum above the **prime lending rate** of the **Standard Bank of South Africa Ltd.** as determined from time to time.

## 6 Compensation events

- (a) The place where weather is to be recorded is at each site.
- (b) The *weather measurements* to be recorded for each calendar month are
- the number of days with rainfall more than **10mm**
  - the number of days temperature below zero
  - the number of days snow lying on the ground at 09h00
- (c) The *weather measurements* are supplied by the **SA Weather Service**.
- (d) The *weather data* are the records of past *weather measurements* for each calendar month which were recorded by **an official weather station nearest to each site** and which are available from **SA Weather Service**.
- (e) Where no recorded data are available
- N/A**
- Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are
- N/A**

## 7 Title

N/A

## 8 Risks and insurance

- (a) The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and (not an employee of the *Contractor*) caused by activity in Equipment) and liability for bodily injury to or death of a person connection with this contract for any one event is **whatever the Contractor deems desirable in addition to that provided by the Employer**.
- (b) The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is that **which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended**.

## Optional statements

- (a) Arbitration
- The *arbitration procedure* is the **Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) by an Arbitrator to be mutually agreed by the parties and failing agreement to be appointed by the association of Arbitrators**.
  - The place where arbitration is to be held is  
**To be advised.**



- The person or organisation who will choose an Arbitrator if the Parties cannot agree a choice is **The Chairman of the Association of Arbitrators (Southern Africa)**.
- (b) The completion date for the whole of the *works* is **10 (Ten) months from the starting date (refer to attached indicative baseline programme)**
- (c) If the Employer is not willing to take over the works before the completion date.
- (d) If no programme is identified in part two of the Contract Data.  
The *Contractor* is to submit a first programme for acceptance within **2** weeks of the Contract Date.
- (e) The *key dates* and *conditions* to be met are  
*condition* to be met *key date*  
**N/A**
- (f) The period within which payments are made is **30 days from date of invoice receipt**.
- (g) These are additional *Employer's* risks  
**N/A**
- (h) The *Employer* provides these insurances from the Insurance Table
  1. Insurance against loss of or damage to the *works*, Plant and Materials is **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents**.  
Cover/indemnity is **to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents**.  
The deductibles are **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents**.
  2. Insurance against loss of or damage to Equipment (**Temporary Works only**) **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents**.  
Cover/indemnity is **to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents**.  
The deductibles are **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents**.
  3. Insurance against loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract **as stated in the insurance policy for contract works and**

**public liability (Principal Controlled Insurance), attached to the tender documents.**

Cover/indemnity is **to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.**

The deductibles are **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.**

(j) The *Employer* provides these additional insurances

1. **Contract Works SASRIA insurance subject to the terms exceptions and conditions of the SASRIA coupon policy.**

Cover/indemnity is **to the extent provided by the SASRIA coupon policy**

The deductibles are **in respect of each and every theft claim 0,1% of Contract Value subject to a minimum of R2 500 and a maximum of R25 000.**

The Contractor provides these additional insurances

- 1 Where the Contract requires that 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 effected.
- 2 Where the Contract involves manufacture, and/or fabrication of Plant and 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 and Materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication.
- 3 Should the *Employer* have an insurable interest in such items during manufacture or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any subcontractor.
4. The insurance coverage referred to in 1 and 2 above shall be obtained from an insurer 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 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*.

### Option B

All Option B clauses apply with the following amplification:-

- (a) The method of measurement is **as indicated in the measurement clauses of SANS 1200**.
- (b) The last sentence of Clause 63.13 of Option B states:-  
“The *Employer* and the *Contractor* agree, rates and lump sums to be used to assess a compensation event instead of Defined Cost.”
- (c) When agreed rates and lump sums are used, Compensation Events are assessed as follows:-
- (i) Where in the opinion of the *Project Manager* work is of a similar character and executed under similar conditions to work priced in the Bill of Quantities, it is to be valued at such rates and prices (including General Items) contained therein as may be applicable; or
  - (ii) Where work is not of a similar character or is not executed under similar conditions, the rates and prices in the Bill of Quantities are to be used as the basis for valuation as far as may be reasonable; or
  - (iii) Where work cannot reasonably be valued in accordance with Clauses (c)(i) and (c)(ii) above, suitable rates or prices are agreed upon between the *Project Manager* and the *Contractor* after due consultation by the *Project Manager* with the *Employer* and the *Contractor*, or
  - (iv) In respect of additional or substituted work, the *Project Manager* may, if in his opinion it is necessary or desirable, issue an instruction that the work be executed in some other appropriate manner.
  - (v) If the parties cannot agree, the *Project Manager* notifies the *Contractor* accordingly and makes his own assessment.

#### **Option X7**

Delay damages is a penalty in South African Law and the word penalty is to replace delayed damages throughout the Contract.

- a) Penalty for late completion of the whole of the works is R 10,000 per day.

#### **Option X13**

- (a) The amount of the Guarantee (Performance Bond) is to be calculated as **10 % or 5%** of the tender price.

The Contractor has the option of providing the guarantee of 10% and having the retention money of 5% or providing the guarantee of 5% and having the retention money of 10% taken.

- (b) The Form of Guarantee (or Performance Bond) is in Clause C 1.3 of Part C1.

#### **Option X16**

- a) The retention percentage is 5% or 10%, depending upon the option X13.

### Option X18

X18.1 The contractor's responsibility to the employer for the employer's loss is limited to 20% of the contract value.

X18.2 For any one event, the liability of the Contractor to the Employer for loss of or damage to the Employer's property is limited to R 2 million

### Option Z

The additional Conditions of Contract are:-

#### (a) Clause 11.2 (34) – Day

Day is a calendar day and where a specific number of days is allowed in the Contract for the performance of any act or is stipulated for the extinction of any right or the duration of any event or circumstance, public holidays, weekends and the annual Christmas break from 16 December to 5 January (both days included) is included in the calculation of the number of days concerned.

#### (b) Clause 26 – Subcontracting

The following process will be followed in terms of subcontractors appointments:

- The specialist consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of the works all in accordance with the Principal Building Agreement.
- The Quantity Surveyor will prepare the necessary Tender document.
- The Project Manager will arrange for inviting prospective Tenderers to collect documents subject to the payment of a non-refundable document fee, if applicable.
- The Quantity Surveyor will arrange to issue the Tender documents from their offices and take receipt of the amounts paid, if applicable.
- The Tenders for the works will be submitted to the Quantity Surveyor's office in terms of the Tender closing times stipulated, unless otherwise agreed in writing.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders and circulate to the Contractor, The Project Manager, the Empowerment consultant, if applicable, and the relevant technical consultants for information and to enable them to prepare any necessary additional reports, all of which are to be submitted to the Project Manager.
- The Project Manager will prepare a draft report, discuss with the Contractor to get their approval and finally circulate the draft to the other consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Project Manager and the recommendation together with any instructions of award will be issued to the Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

**(b) Clause 28.1 – Intellectual property**

Intellectual property rights (including patents, copyright, trade marks etc) rests with the party owning them and the *Contractor* indemnifies the *Employer* from any liability arising from infringement of such intellectual property rights. [See Clauses 80.1, 83.1 and 83.2]

**(c) Clause 28.2 – Assignment & cession**

Neither the *Contractor* nor the *Employer* may, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder.

**(d) Clause 28.3 – Non-Waiver**

No grant by the *Employer* or the *Contractor* to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than that in respect of which the grant was made to constitute a waiver of the rights of the grantor in terms of the Contract or an *estoppel* of the grantor's right to enforce the provision of the Contract.

**(e) Clause 28.4 – Limitation of the authority of the Project Manager.**

- 1) The Project Manager is authorised to agree increases to the contract value to a maximum of 10% of the contract value or R300,000.00 whichever is the lesser amount, without referring it to the management of the Employer.

In referral to management is necessary, a period of 6 weeks over and above any times allowed in the Contract is to be provided.

**(f) Option B- Clause 63.13**

The last sentence of the clause to be deleted and the following substituted: "The Employer and Contractor agree, rates and lump sums to be used to assess a compensation event instead of Defined cost".

## C1.2 CONTRACT DATA PROVIDED BY CONTRACTOR (ECC3)

### Part Two – Data Provided by the *Contractor*

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

#### Statements given in all contracts

(a) The *Contractor* is

Name .....

Address .....

.....

.....

(b) The *direct fee percentage* is ..... %

(c) The *subcontracted fee percentage* is ..... %

(d) The *working areas* are the Site and .....

.....

(e) The key people are

(1) Name .....

Job .....

Responsibilities .....

.....

Qualifications .....

Experience .....

.....



(2) Name .....  
Job .....  
Responsibilities .....  
Qualifications .....  
Experience .....

(3) Name .....  
Job .....  
Responsibilities .....  
Qualifications .....  
Experience .....

(4) Name .....  
Job .....  
Responsibilities .....  
Qualifications .....  
Experience .....

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

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



**Optional statements (a) If the *Contractor* is to provide Works Information for his design**

The Works Information for the *Contractor's* design is in

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

**(b) If a programme is to be identified by the Contract Data.**

The programme identified in the Contract Data is

.....

**(c) If the *Contractor* is to decide the *completion date* for the whole of the works**

The *completion date* for the whole of works is

.....

**If Option A or B is used**

**Data for SSCC**

(a) The percentage for people overheads is .....%

(a) The published list of Equipment is the last edition of the list published by .....

(c) The percentage for adjustment for Equipment in the published list is .....% (state plus or minus).

(d) The rates for other Equipment are

Equipment	size or capacity	rate
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

(e) The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
<b>Site / Contracts Engineer</b>	.....
<b>Commissioning Engineer</b>	.....
<b>Supervisor</b>	.....
<b>Draughtsperson</b>	.....

(f) The percentage of design overheads is .....%

(g) The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are **all of the categories listed above.**

## C1.3 FORMS OF SECURITIES

“PREVIEW COPY ONLY”

## C1.3 FORMS OF SECURITIES

### Pro-formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract (June 2005) (ECC3)

The *conditions of contract* stated in the Contract Data Part 1 may include one or more of the following Secondary Options:

- Option X4: ~~Parent company guarantee~~  
Option X13: Performance Bond  
Option X14: ~~Advanced payment to the Contractor~~

Each of these Secondary Options requires a bond or guarantee "in the form set out in the Works Information".

Pro forma documents for these bonds and guarantee are provided here for convenience but are to be treated as part of the Works Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

This pro forma document is available for use by the Surety on the *Employer's* web page at [www.transnet.net](http://www.transnet.net)

#### **Drafting instructions:**

1. Select the required pro formas by deleting the ones not required, then complete all the details except that which the bond / guarantee provider is required to complete.
2. There are two pro formas suitable for use with Option X13, but only one of them can be used; the Reducing Value Guarantee is generally used only for building works.
3. Then delete these drafting instructions. Delete this whole Securities section if none of the above secondary Options have been selected by the *conditions of contract*.

## Pro forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet Freight Rail  
A Division of Transnet Limited  
Inyanda House 2, Table 3/71  
P O Box 8617  
Johannesburg  
2001

Date:

Dear Sirs,

### Performance Bond for Contract No. S.I/PROP.11002 CIDB

With reference to the above numbered contract made or to be made between

Transnet Freight Rail, A Division of Transnet SOC Ltd

(the Employer) and

{Insert registered name and address of the Contractor}

(the Contractor), for

Ermelo Training Centre : Refurbishment of Existing Two Buildings and  
External Works.

(the works).

I/We the undersigned

on behalf of the Surety

of physical address

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in *solidum* for the due and faithful performance of all the terms and conditions of the Contract by the Contractor and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and *Defects Certificate* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Execution and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The Employer has the absolute right to arrange his affairs with the Contractor in any manner, which the Employer deems, fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the Contractor's obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of
- the date that the Surety receives a notice from the *Project Manager* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Surety is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) \_\_\_\_\_
- R \_\_\_\_\_
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2011

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

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## Part C1.4

# Adjudicator's Contract

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“PREVIEW COPY ONLY”

## CONTRACT DATA

- Statements given in all contracts**
- The *contract between the Parties* is **To be advised**.....
  - The *period of retention* is ...**N/A**..... weeks.
  - The *law of the contract* is the law of **the Republic of South Africa**
  - The *language of this contract* is **English**.....
  - The amount of the advanced payment is **N/A**.....
  - The Adjudicator's *fee* is...**To be advised**.....per hour.
  - The *interest rate* is **2%** per annum above the prime lending rate of the **Standard Bank of South Africa Ltd.**
  - The *currency of this contract* is **ZAR**.....
  - The Adjudicator's appointment terminates on **(To be advised)**.....

- Optional statements**
- If the period for payment of invoices is not three weeks**
- The period for payment of invoices is **four**.....weeks.

**If additional conditions of contract are required**

- The *additional conditions of contract* are  
**To be advised** .....  
.....  
.....  
.....