



## NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

### Transnet SOC Ltd

Registration Number 1990/000900/30

(hereinafter referred to as the "Employer")

and

### PENDING

Registration Number

(hereinafter referred to as the "Contractor")

Description of the Works	Mechanical Engineering works at the Newcastle Fuel Depot
Contract Number	CRAC-NCI - 16313
Start Date	23 February 2015
Completion Date	31 March 2015

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**Number    Heading**

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## T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for the mechanical engineering works at the Newcastle Fuel Depot for a period of 4 (four) months.

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

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

Only tenderers who attend the compulsory clarification meeting are eligible to submit tenders.

Only tenderers that meet the prequalification criteria in terms of Quality (Functionality) will be eligible for further evaluation.

The physical address for collection of tender documents is

100 Eel Road

Bayhead

Durban

Documents may be collected during working hours from 10:00hrs on Monday, 26 January 2015 to 15:00hrs on Thursday, 29 January 2015.

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

Ms Helen Sigcau

Tel No 031 361 5839

Fax No. 031 361 4085

Email Helen.Sigcau@gmail.com

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

**Newcastle Fuel Depot**

On Friday 30<sup>th</sup> January 2015 starting at **11:30hrs**.

**NB: PPE is compulsory at the site inspection.**

The closing time for receipt of tenders is 10:00hrs on Thursday, 05 February 2015.

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

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

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

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

**"PREVIEW COPY ONLY"**

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

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail	Project No.: DC0042
Fax No. (031) 361 4085	Tender No.: CRAC-NCI - 16313
Attention: Helen Sigcau	Closing Date: 05 February 2015.

**For: MECHANICAL ENGINEERING WORKS AT THE NEWCASTLE FUEL DEPOT**

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

**Do not wish to tender** on this occasion and herewith return your documents received **Check No**

REASON FOR NOT TENDERING:

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

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SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## T1.2 Tender Data

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

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

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

Clause	Data
F.1.1	The Employer is <b>Transnet SOC Ltd</b> (Reg No. 1990/000000/30)
F.1.2	The tender documents issued by the Employer comprise: <b>Part T1: Tendering procedures</b> T1.1 Tender notice and invitation to tender T1.2 Tender data <b>Part T2: Returnable documents</b> T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (part 2) C2.2 Price List <b>Part C: The contract</b> <b>Part C1: Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) <b>Part C2: Pricing data</b> C2.1 Pricing instructions C2.2 Price List <b>Part C3: Scope of work</b> C3 Works Information <b>Part C4: Site information</b> C4 Site information
F.1.4	The Employer's agent is: Name: Helen Sigcau Address: 100 Eel Road, Bayhead, Durban Tel No. 031-361-5239 Fax No. 031-361-4085 E – mail <a href="mailto:Helen.sigcau@transnet.net">Helen.sigcau@transnet.net</a>
F1.6	The competitive negotiation procedure shall be applied.

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

- 3) Only tenderers who attend the compulsory clarification meeting are eligible to submit tenders.
- 2) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3ME** class of construction work, are eligible to have their tenders evaluated.  
 Joint ventures are eligible to submit tenders provided that:
  1. every member of the joint venture is registered with the CIDB;
  2. the lead partner has a contractor grading designation in the **3ME** class of construction work; and
  3. the combined *Contractor* grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a *Contractor* grading designation determined in accordance with the sum tendered for a 3CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

3) Pre-Qualifying Quality (Functionality) Criteria

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

The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Subcriteria	Maximum number of points
Programme		10
Management and CV's of key persons		20
Health and Safety Plan		20
Previous Experience		20
Compliance to specification		30
<b>Maximum possible score for quality (W<sub>Q</sub>)</b>		<b>100</b>

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

- T2.2-2 Programme
- T2.2-7 Management and CV's of key persons
- T2.2-22 Health and Safety Plan
- T2.2-25 Previous Experience
- T2.2-47 Compliance to specification

The minimum number of evaluation points for quality is : 60

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

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

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

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

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F.2.12 No alternative tender offers will be considered

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F.2.13.3 Parts of each tender offer communicated on paper shall be as an original, plus 1 copy.

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F.2.13.5 The Employer's details and address for delivery of tender offers and identification details that  
F2.15.1 are to be shown on each tender offer package are:

Location of tender box Transnet Freight Rail

Physical address: Transnet Freight Rail Acquisition Council  
Ground Floor Inyanda House 1  
21 Wellington Road  
Parktown  
Johannesburg  
2001

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

- The Project Name: Fuel Depots Upgrade
- The Tender Number: CRAC-NCI - 16313
- The Tender Description : Mechanical Engineering works at Newcastle Fuel Depot

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

Prior arrangement on the submittal of large tender documents should be made with Nomsa Maseko on telephone number : 011 584 9202

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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



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

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

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

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

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

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F.3.4 The time and location for opening of the tender offers are:  
Time 10:00hrs on **05 February 2015**  
Location: Inyanda House 1, Ground Floor, 21 Wellington Road, Park Town, Johannesburg.

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F.3.11.5 The procedure for the evaluation of responsive tenders is Method 2.

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

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

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

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

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F.3.13.1 Tender offers will only be accepted if:

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

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F.3.18 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

## T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



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

### F.1 General

#### F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

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

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

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

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

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

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

#### **F.1.6.3.1 Option 1**

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

#### **F.1.6.3.2 Option 2**

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

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

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

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

## **F.2.2 Cost of tendering**

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

## **F.2.3 Check documents**

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

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

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

## **F.2.5 Reference documents**

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

## **F.2.6 Acknowledge addenda**

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

## **F.2.7 Clarification meeting**

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

## **F.2.8 Seek clarification**

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

## **F.2.9 Insurance**

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

## **F.2.10 Pricing the tender offer**

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

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

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

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



#### **F.2.11 Alterations to documents**

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

#### **F.2.12 Alternative tender offers**

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

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

#### **F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

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

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

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

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

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

**F.2.18 Provide other material**

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

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

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

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



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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

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

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

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

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

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

**F.3.6 Non-disclosure**

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

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

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

**F.3.8 Test for responsiveness**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

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

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

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

#### F.3.11.3 **Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

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

$$TEV = NFO + NP$$

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

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

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

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

In the case of a financial offer and quality:

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

$$TEV = NFO + NQ$$

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

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

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

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

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

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

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

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

$$TEV = NFO + NP + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
*NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;  
*NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

**F.3.11.6 Decimal places**

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

**F.3.11.7 Scoring Financial Offers**

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

$$NFO = W1 \times A$$

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

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

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

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

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

<sup>a</sup> *Pm* is the comparative offer of the most favourable comparative offer.

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



**F.3.11.8 Scoring preferences**

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

**F.3.11.9 Scoring quality**

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

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

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

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

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

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

**F.3.13 Acceptance of tender offer**

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

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

**F.3.14 Prepare contract documents**

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

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

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

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

**F.3.16 Notice to unsuccessful tenderers**

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

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

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

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

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

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

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## T2.1 List of Returnable Documents

### 1. Returnable Schedules

T2.2-2	Programme
T2.2-7	Management and CV's of key persons
T2.2-8	Schedule of proposed Subcontractors/consultants
T2.2-9	Insurance Provided by the Contractor
T2.2-14	Authority to submit tender
T2.2-15	Certificate of attendance at tender clarification meeting
T2.2-16	Record of addenda to tender documents
T2.2-17	Compulsory Enterprise Questionnaire
T2.2-22	Health and Safety Plan
T2.2-25	Previous experience
T2.2-27	Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31	Supplier Code of Conduct
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-36	RFP Declaration Form
T2.2-43	RFP – Breach of Law
T2.2-47	Technical Compliance to Specification
T2.2-50	Preference Points Claim Form (SBD 6.1)
T2.2-51	Certificate of Acquaintance with Tender Document

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

Supplier Declaration Form: Annexure D1 & D2

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



## T2.2 Returnable Schedules

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## Prequalification Evaluation Criteria

### T2.2-2 : Programme

**Note to tenderers:**

Programme

Please provide your proposed programme showing the following:

- Simplified bar chart with sufficient details to show clearly the duration of the works. This programme must be accompanied by a detailed personnel composition and level of skills for every phase of the project.

The scoring of the Programme will be as follows:

	Programme
<b>No Response</b> (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
<b>Poor</b> (score 40)	The programme is poor and is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project.
<b>Satisfactory</b> (score 70)	The programme is generic and not tailored to address specific project objectives. The programme does not adequately deal with the critical characteristics of the project.
<b>Good</b> (score 90)	The programme addresses the specific project objectives and is sufficiently flexible to accommodate changes that may occur during execution.
<b>Very Good</b> (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches.

Signed

Date

Name

Position

Tenderer

## T2.2-7 : Evaluation Schedule : Management & CV's of Key Persons – ECC<sup>1</sup> : Pre-Qualifying Quality (Functionality) Criteria

Please describe the management arrangements for the *works*.

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

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

**Attached submissions to this schedule:**

.....

.....

.....

.....

.....

.....

.....

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<sup>1</sup>NEC3 Engineering & Construction Contract (June 2005)(amended June 2006).

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

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

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

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

Tenderer \_\_\_\_\_

## T2.2-8: Schedule of Proposed Subcontractors

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

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

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

Signed

Date

Name

Position

Tenderer

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

Clause 83.1 in NEC3 Engineering and Construction Contract (June 2005)(amended June 2006) requires that the Contractor provides the insurance stated in the insurance table except any insurance which the Employer is to provide as stated in the Contract Data.

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

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

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

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

Tenderer \_\_\_\_\_

## T2.2-14: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

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### B. Certificate for Partnership

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

Name	Address	Signature	Date

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

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**C. Certificate for Joint Venture**

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

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

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

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

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### D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor _____

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

This is to certify that

\_\_\_\_\_ (Tenderer)  
 of \_\_\_\_\_ (address)  
 was represented by the person(s) named below at the compulsory tender clarification meeting

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

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

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

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

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

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

Name	_____	Signature	_____
Capacity	_____	Date & time	_____

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

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

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

Attach additional pages if more space is required.

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

## T2.2-17 : Compulsory Enterprise Questionnaire

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

Company registration number . . . . .

Close corporation number . . . . .

Tax reference number . . . . .

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

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

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

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

"PREVIEW COPY ONLY"

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Enterprise name \_\_\_\_\_



## T2.2-22: Evaluation Schedule:

### Health and Safety Plan: Pre – Qualifying Quality (Functionality) Criteria

Submit the following documents as a minimum with your tender:

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

**Attach submissions to this schedule:**

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

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

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

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

Tenderer \_\_\_\_\_

## T2.2-25: Evaluation Schedule:

### Previous Experience: Pre – Qualifying Quality (Functionality) Criteria

**Note to tenderers:**

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

<b>Index of documentation attached to this schedule:</b>

The scoring of the Previous Experience will be as follows:

	Previous Experience
<b>No Response</b> (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
<b>Poor</b> (score 40)	The tenderer has limited experience.
<b>Satisfactory</b> (score 70)	The tenderer has relevant experience but has not dealt with the critical issues specific to the assignment.
<b>Good</b> (score 90)	The tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances.
<b>Very Good</b> (score 100)	The tenderer has outstanding experience in projects of a similar nature.

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

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

Tenderer \_\_\_\_\_

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

### B-BBEE and preferencing scheme:

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

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their tender responses. Transnet will accordingly allow a "preference" in accordance with the 90/10 preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended), to companies who provide a valid certified B-BBEE verification Certificate. All procurement and disposal transactions will be evaluated accordingly.

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

In terms of Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 only B-BBEE Accreditation Certificates issued by SANAS approved Verification Agencies or Registered Auditors approved by IRBA will be valid.

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

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

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

a) **Large Enterprises**

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

b) **Qualifying Small Enterprises – QSE**

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

c) **Exempted Micro Enterprises –**

- EMEs are exempted from B-BBEE verification as indicated in the DTI Codes, Statement 000 (Page 9)
- Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
- Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate (Which may be in the form of a letter) issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. The certificate must confirm the company turnover Black Ownership and Black Women Ownership and B-BBEE status level.

In addition to the above, a trust, consortium or joint venture will qualify for its B-BBEE status level **only** if such consortium or joint venture submits a **consolidated** B-BBEE status certificate which covers the consortium or joint venture as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such level verification.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.

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

status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

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

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

Turnover:

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

ZAR.....

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

similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.

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

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

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

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

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



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<b>Contractor</b>	Annual turnover < R 5 million	Annual turnover > R 5 million and equal to or , < R 35 million	Annual turnover > R 35 million
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Respondents must furnish B-BBEE certificates for all proposed subcontractors / sub-consulting , A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting / sub-consulting more that 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE

status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

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

Turnover:

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

ZAR.....

- For Contractors:
  - If annual turnover >R5m, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor, together with all the relevant score sheets pertaining thereto;
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  - If annual turnover >R1.5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto;
  - If annual turnover < R 1,5 million, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor's certificate or

similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.

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

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4. Click on *Click Here to Register*;
5. Complete the registration page;
6. Once registered, click on *List on Registry*;
7. Follow all 'on-screen' and e-mailed instructions to submit your documentation and obtain your Profile.

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

## T2.2-31 : Supplier Code of Conduct

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

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

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

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

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

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

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

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).
- 2. Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.**
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
  - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).
- 3. Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.**
- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
    - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
    - Collusion;
    - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
    - Corrupt activities listed above; and
    - Harassment, intimidation or other aggressive actions towards Transnet employees.
  - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
  - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

**Conflicts of Interest**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

and

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

### 1. Purpose

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

### 2. Definition

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

### 3. Exclusions

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

- 3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;
- 3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;



- 3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- 3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- 3.5. is approved for release by the disclosing party in writing.

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

- 4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- 4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

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

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.



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

## **6. Non-Solicitation**

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

## **7. Mandatory Disclosure**

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

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

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

## **9. No Licenses Granted**

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

## **10. No Representations**

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

## 11. Term

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

## 12. Miscellaneous

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

## 13. Governing Law and Jurisdiction

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

## 14. Disputes

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

## 15. Remedies

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

Signed

Date

Name

Position

Tenderer

**"PREVIEW COPY ONLY"**

## T2.2-36: RFP DECLARATION FORM

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

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

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

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

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

"PREVIEW COPY ONLY"

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

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

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

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**T2.2-47: Evaluation Schedule: Contractor's Technical Compliance:**

**Pre – Qualifying Quality (Functionality) Criteria**

**Note to tenderers:**

Tenderers shall complete and attach to this schedule a clause-by-clause statement of compliance to the requirements of the Works Information and the particular and generic specifications referred to in the Works Information. A general statement of compliance is not acceptable. Each statement of less than full compliance must be properly clarified.

**Index of items attached to this schedule**

The score for Technical Compliance will be as follows:

	<b>Technical Compliance</b>
<b>No Response</b> (score 0)	The tenderer has submitted no information to determine a score.
<b>Poor</b> (score 40)	The tenderer has submitted inadequate information regarding Technical Compliance
<b>Satisfactory</b> (score 70)	The tenderer has relevant technical compliance
<b>Good</b> (score 90)	The tenderer has extensive technical compliance
<b>Very Good</b> (score 100)	The tenderer has outstanding technical compliance

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

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

Tenderer \_\_\_\_\_

## T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM

(SDB 6.1)

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

---

### 1. INTRODUCTION

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

### 2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.5 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.6 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.7 **"contract"** means the agreement that results from the acceptance of a tender by Transnet;
- 2.8 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 2.9 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty



and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 2.10 **"functionality"** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a tenderer;
- 2.11 **"non-firm prices"** means all prices other than "firm" prices;
- 2.12 **"person"** includes reference to a juristic person;
- 2.13 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;
- 2.14 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.15 **"Tender"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Tenderer obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another tenderer.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Tender will be awarded to the Tenderer scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Tenders have scored equal points including equal preference points for B-BBEE, the successful Tender will be the one scoring the highest score for functionality.
- 3.6 Should two or more Tenders be equal in all respect, the award shall be decided by the drawing of lots.

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

4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

- 4.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.
- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderer intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Tenderer qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.8 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the

capability and ability to execute the subcontract.

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

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

**5.2 Subcontracting:**

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

If YES, indicate:

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

**5.3 Declaration with regard to Company/Firm**

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

- (v) Describe Principal Business Activities  
.....  
.....

.....  
.....  
(vi) Company Classification

- Manufacturer
  - Supplier
  - Professional Service Provider
  - Other Service Providers, e.g Transporter, etc
- [TICK APPLICABLE BOX]

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

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**TENDER DECLARATION**

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

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

**WITNESSES:**

1. ....

SIGNATURE OF TENDERER

2. ....

DATE: .....

COMPANY NAME: .....

ADDRESS: .....

.....

.....

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

NAME OF TENDERING ENTITY:

---

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

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

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

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

**"PREVIEW COPY ONLY"**

# 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 persons 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.

# C1.1 Form of Offer & Acceptance

## Offer

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

### MECHANICAL ENGINEERINGS WORKS FOR THE NEWCASTLE FUEL DEPOT

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

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

The offered total of the Prices exclusive of VAT is	R
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:**

*(Insert name and address of organisation)*

Name & signature of witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the  
Employer

TRANSNET SOC LIMITED  
100 EEL ROAD  
BAYHEAD  
DURBAN

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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

**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

**For the tenderer:**

**For the Employer**

Signature

Name

Capacity

On behalf of

*(Insert name and address of organisation)*

Name & signature of witness

Date

TRANSNET SOC LIMITED  
 100 EEL ROAD  
 BAYHEAD  
 DURBAN

## C1.2 Contract Data

### Data provided by the *Employer*

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

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

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is	Transnet SOC Ltd
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg
		Transnet Freight Rail 100 Eel Road Bayhead Durban
		Transnet Freight Rail P.O. Box 43493 Rossburgh 4072
	Tel No.	031 361 5839
	Fax No.	031 361 4085
11.2(11)	The <i>works</i> are	The mechanical engineering works for the Newcastle Fuel Depot
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Ladysmith Fuel Depot
30.1	The <i>starting date</i> is	16 February 2015
11.2(2)	The <i>completion date</i> is	31 March 2015
13.2	The <i>period for reply</i> is	1 week

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

14.4	The <i>Employer's</i> representative is (name) Address  Tel No. E-Mail.  Fax No.  The authority of the <i>Employer's</i> representative is	<b>Ignatius Nkoane</b> <b>Teakwood Road, Rail Network Fuel Depot</b> <b>Jacobs</b>  <b>031 3615434</b> <b>Ignatius.nkoane@transnet.net</b>  <b>031 361 4330</b>  <b>The Employer's Representative is delegated to carry out all the actions of the Employer as stated in this contract with the exception of those required by Clause 81.1, 81.1, 90, 91, 92 and 93.</b>
40	The <i>defects date</i> is	<b>52 weeks after Completion</b>
41.3	The <i>defect correction period</i> is	<b>1 week</b>
50.1	The <i>assessment day</i> is on the	<b>10<sup>th</sup> of each month.</b>
50.5	The <i>delay damages</i> are	<b>R1 000 00 Per day</b>
50.6	The retention is	<b>10% on all payments certified</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received</b>
51.4	The interest rate on late payment is	<b>The prime lending rate of the Standard Bank of South Africa</b>
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>The deductible for any one event, as stated in the Insurance Policy for any one event</b>
82.1	The <i>Employer</i> provides this insurance	<b>1. Insurance against loss of or damage to the works, Plant and Materials is as stated in the BPCI insurance policy for Contract Works/Public Liability.</b>  <b>Cover/indemnity to the extent as stated in the insurance policy for Contract Works/Public Liability. (BPCI)</b>  <b>The deductibles are as stated in the insurance policy for Contract Works/Public Liability. (BPCI)</b>

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82.1 The *Employer* provides this insurance

2. Insurance against loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

Cover/indemnity is to the extent as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

The deductibles are as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

3. Insurance against Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon

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

The deductible are as stated in the SASRIA coupon.

4. Insurance against loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

Cover/indemnity is to the extent as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

The deductibles are as stated in the insurance policy for Contract Works/Public Liability. (BPCI)

82.1 The *Contractor* provides these insurances

- The *Contractor* provides these insurances from the Insurance Table:

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 into the *works* are adequately insured during manufacture

and/or fabrication and transportation to the Site.

3. Should the *Employer* have an insurable interest in such items during manufacture or fabrication, such interest shall be noted by an endorsement made on the *Contractor's* policies of insurance as well as those of any *Subcontractor*.
4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5,000,000.
  - The insurance coverage referred to in 1, 2, 3 and 4, above shall be obtained from an insurer on 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*.
  - The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this *contract* for any one event is whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.
  - The minimum limit of indemnity for 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.

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93.1 The *Adjudicator* is

Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the chairman of the Association of Arbitrators will appoint an *Adjudicator*.



93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Association of Arbitrators (Southern Africa)</b>

93.4	The <i>tribunal</i> is:	<b>Arbitration</b>
------	-------------------------	--------------------

If the tribunal is arbitration complete this data.	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban</b>
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>

	<b>The <i>conditions of contract</i> are the NEC3 Engineering and Construction Short Contract (April 2013)</b>
--	--

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## C1.2 Contract Data

### Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

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

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

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

## C2 Pricing Data

### C2.1 Pricing Instructions

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

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

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

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

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

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## Part C2.1: Pricing Data Price Instructions

### 2.0 PRICING INSTRUCTIONS

1. The agreement is based on the NEC Engineering and Construction Short Contract 3. The contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
2. Preliminary and General Requirements are based on part 1 of SANS 1021, 'Construction and Management Requirements for Works Contracts'. The additions, deletions and alterations to SANS 1021 as well as the contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
3. It will be assumed that prices included in the Price list are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
4. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
5. The Price list is not intended for the ordering of materials. Any ordering of materials, based only on the Price list, is at the Contractor's risk.
6. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount proportionate to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
7. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Price list:
  - a) An amount which is not to be varied, namely Fixed (F).
  - b) An amount which is to be varied in proportion to the contract value, namely Value Related (V).
  - c) An amount which is to be varied in proportion to the contract period as compared to the initial construction period, excluding revisions to the construction period for which no adjustment the Contractor is entitled to in terms of the contract, namely Time Related (T).
8. The following abbreviations are used in the Price list:

Hr	=	Hour
Ea	=	Each

## Contract Data

### Schedule of estimated quantities and prices

(CONTRACTOR)

Item	Bill description	Unit	Qty	Rate	Amount	Tender Amount
<b>A</b>	<b>PRELIMINARY &amp; GENERAL</b>				-	-
	FIXED CHARGE ITEMS					
A1	Contractual requirements					
A1.1	Site Supervision staff.	Sum	1			
A1.2	Construction Programme.	Sum	1			
A1.3	Construction EMP.	Sum	1			
A1.4	Provision of site specific PPE for contractors.	Sum	1			
A2	Establish facilities on site for the contractor.	Sum	1			
A3	Remove site establishment on completion.	Sum	1			
A4	Provision of QA and As-Built data pack.	Sum	1			
<b>B</b>	<b>Supply, install, align, protect and commission the following pumps:</b>					
	<b>Decanting</b>					
B1	Gorman Rupp self-priming centrifugal type pump (84B3-B) directly coupled to 15kW/2P/380V flame proof motor for Diesel fuel.	no	2			
	<b>Loading</b>					
B2	Gorman Rupp self-priming centrifugal type pump (84B3-B) Directly coupled to 22kW/2P/380V flame proof motor for Diesel fuel.	no	2			
<b>C</b>	<b>Supply, Install and commission the following filters/separators:</b>					
C1	2 off 10 µm and 2 off 5 µm diesel filter banks	no	4			
<b>D</b>	<b>Fuel Strainers:</b>					

	Bucket strainers 2 off 20 µm and 15 µm Ø100mm	no	2			
<b>E</b>	<b>Mechanical Positive Displacement flow meter (LC M25), Air Eliminator and Shut-Off Valve:</b>					
	Ø100mm	no	1			
<b>F</b>	<b>Coupling for Decanting and Loading of Tankers with 5m hose:</b>					
	Ø65mm	no	3			
<b>G</b>	<b>Install new pressure reducing valve (PRV) upstream of the flow meter strainer on the recirculation line feeding back to the tanks, the loop shall be integrated to the fuel management system.</b>					
	Ø100mm	no	1			
<b>H</b>	<b>Replace all four pressure gauges (1000kPa).</b>					
	1000 kPa glycerine filled	no	8			
<b>I</b>	<b>Install non-return valves on both suction and delivery lines.</b>					
	Ø100mm	no	2			
<b>J</b>	<b>Install a break away coupling on the filling hose/s.</b>	no	2			
<b>K</b>	<b>Install Wiggins nozzles at the refuelling area.</b>	no	2			
<b>L</b>	<b>Supply and install Mechanical Positive Displacement flow meter (LC M25), Air Eliminator and Shut-Off Valve:</b>					
	Ø50mm	no	3			
		sum	2			
<b>M</b>	<b>Install low point drains and high point vents in suitable positions.</b>					
<b>O</b>	<b>Pressure test and certify the piping.</b>	sum	1			
	<b>Colour code and label the piping.</b>	sum	1			
<b>N</b>	<b>Indicate flow direction/s on pipelines.</b>	sum	1			

<b>O</b>	<b>SECTION F: CONTINGENCY</b>				
	ALLOW: 10% CONTINGENCIES TO BE EXPENDED AT THE DISCRETION OF THE ENGINEER.	%	10%		
	<b>SUMMARY</b>				
A	PRELIMINARY & GENERAL				
B	DECANTING AND LOADING PUMPS				
C	DECANTING AND LOADING FILTERS				
D	DECANTING AND LOADING STRAINERS				
E	DECANTING FLOWMETER				
F	DECANTING HOSE c/w COUPLING				
G	PRESSURE REDUCING VALVE (PRV's)				
H	PRESSURE GAUGES				
I	NON - RETURN VALVES				
J	BREAK AWAY COUPLINGS				
K	LOW/HIGH POINT DRAINS c/w BALL VALVES				
L	PRESSURE TEST - PIPELINE				
M	PIPELINE PAINTING AND LABELING				
N	PIPELINE DIRECTION ARROWS				
O	CONTINGENCY (10%)				
	<b>SUB TOTAL TO TENDER</b>				
	<b>VAT @14%</b>				
	<b>TENDER AMOUNT Incl VAT</b>				

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TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: CRAC-NCI - 16313

DESCRIPTION OF THE WORKS: MECHANICAL ENGINEERING WORKS AT THE NEWCASTLE FUEL DEPOT

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**Contract Data**

**Works Information**

## CONTRACT SCOPE DOCUMENT

FOR MECHANICAL ENGINEERING WORKS AT  
NEWCASTLE DIESEL STORAGE AND DISPENSING  
TERMINAL

VOLUME 2

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## TABLE OF CONTENTS

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## 1. INTRODUCTION

Newcastle Terminal is located at Msukaligwa Local Municipality in KZN Province at the following location; Latitude S: 26° 31' 29.67", Longitude E: 26° 59' 59.32".

Site infrastructure and operations are summarised as follows:

Main Site Activity: Locomotive movement facility

Main Infrastructure: • Rail Tank Car Decanting Area

- Spill Containment Area
- Tankage
- Tank Bund
- Locomotive Refuelling Area
- Fuel Pump House
- Drainage System
- Separators
- Workshop
- Offices

Tankage: Two 253m<sup>3</sup> above ground (A/G) bulk diesel storage tanks within a bund area.

The tenderer is invited to tender for the upgrade, design, co-ordination, supply, fabrication, delivery, installation, painting, testing, commissioning and handover in complete working order ready for immediate use a diesel fuelling facility at Ermelo Terminal.

The tenderer shall be responsible for all aspects of design and shall follow the best-accepted engineering practice in order to provide the Client with a fuelling facility that is in accordance with the requirements and specifications detailed in various parts and sections of this document, and to be erected whilst complying with the local authority's requirements and the following minimum standards:

- SANS 10089-1 - Storage and distribution of Petroleum products in aboveground Bulk installations.
- SANS 10131 - Above-ground storage tanks for petroleum products.
- SANS 10160-1 - Basis of structural design and actions for buildings and Industrial structures.
- SANS 10162-1 - The structural use of steel Part 1: Limit-states design of hot rolled steelwork.
- SANS 10400 - The application of the National Building Regulations

## 2. PROPOSED SCOPE OF WORK

The scope of work to be carried out under this contract shall consist of the co-ordination, design, supply of materials, manufacture, delivery, installation, commissioning, handing over instruction and maintenance documentation of the following:

### 2.1 TANK FARM

- a) Install flame arrestors in accordance with API 2000 on to the storage tanks' vent pipes.
- b) Redesign and reroute pipework that might be penetrating the bund wall.
- c) Supply and install a Varec gauge on Tank 2 or Tank 3.

### 2.2 RAIL DECANTING AREA

- a) Three off Ø65mm coupling for decanting and loading of tankers complete with 5m hose.

### 2.3 LOCOMOTIVE REFUELLING AREA

- a) Supply and install mechanical positive displacement LC flow meters 3 off (LC M25) complete with air eliminator and mechanical totalizer and shut off valve.
- b) Supply and install two 10µm and two 5 µm diesel filter bank should be in parallel connection, please see the PFD in the attachment. These filters should have visual indication on the side to inspect operation efficiency.
- c) Supply and install loading/ refuelling Wiggins nozzles complete with 5m hose.
- d) The decanting pump will be provided with a lockable remote control switch (RCU) for hand start and stop operation.
- e) Supply and install two solo node valves on each line of the refuelling station. Also install the bypass line across the solo node valve with non-return in the middle with 2 isolation valves before and after the non-return valve.

### 2.4 PUMP HOUSE

- a) Replace the existing locomotive refuelling pumps with dedicated duty and stand-by pump-sets.
- b) Replace the existing road tanker decanting pumps with dedicated duty and stand-by pump-sets.

- c) Supply and install the following new pumps to achieve a decanting flow rate of 1000l/min - Gorman Rupp self-priming centrifugal type pump (84B3-B) directly coupled to 15kW/2P/380V flame proof motor for diesel fuel decanting and refuelling.
- d) A bucket strainer Ø100mm with 20 µm for Diesel Decanting. The strainer should be fitted with air eliminator; air release chamber shall be provided with a float switch which when detecting air will operate causing the flow control valve to ramp down or close.
- e) Mechanical Positive Displacement LC flow meters (LC M25) complete with air eliminator and mechanical totalizer and shut off valve for decanting.
- f) Install a flow meter proving point.
- g) Install new pressure reducing valve (PRV) upstream of the flow meter strainer on the recirculation line feeding back to the tanks, the loop shall be integrated to the fuel management system.
- h) The decanting pump will be equipped with an FCI thermal dispersion no flow switch.
- i) Replace all four pressure gauges (1000kPa).
- j) Install non-return valves on both suction and delivery lines.
- k) Install a break away coupling on the filling hose/s.
- l) Install low point drains and high point vents in suitable positions.
- m) Pressure test and certify the piping.
- n) Colour code and label the piping.
- o) Indicate flow direction/s on pipelines.

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- 9 The prices and rates in these Price list are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
- 10 Where the scope of work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
- 11 Where no quantity has been provided against an item in the Price list, the Contractor shall use their discretion and provide the quantity.
- 12 The quantities set out in these Price list are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price list.
- 13 The short descriptions of the items of payment given in these Price list are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 14 Contractor shall ensure that provision (financial as well as time) for excavations in a range of soil types is made for in their tenders.
- 15 For each item in the Price list, including preliminaries, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material) which has been sourced locally (Republic of South Africa).
- 16 The Contractor shall provide information related to imported content, i.e. equipment to be imported, value and applicable exchange rates. This information shall be provided as an Annexure to the Price list.
- 17 The total in the Price list shall be exclusive of VAT.
- 18 Transnet Freight Rail payment terms: 30 days from month end statement.
- 29 Any error in the invoiced amount shall be corrected and reflected in the following monthly statement by the Contractor.
- 20 All invoices must reflect the following information:
- Contract number
  - Job number / reference number
  - Description of the work to be performed plus detailed address where the work was performed.
  - Labour hours
  - Travelling time
  - Proof of material purchased (Invoice).
- 21 All invoices to be verified by Transnet Freight Rail Supervisor.

## C4: Site Information

- a) Newcastle Terminal has 2 off 253.2m<sup>3</sup> above ground, vertical diesel storage tanks which are in use and are constructed within a bund area.
- b) The calculated capacity of the bund area is 303.24m<sup>3</sup> - and is big enough to contain 110% of the biggest tank (i.e. 253.2m<sup>3</sup>) within the bund in accordance with SANS 10089-1: 2008
- c) The beneficial diesel storage capacity at Newcastle depot is 506.4kl.
- d) Bund has gravel stones (ballast stones) which shall be removed and the surface prepared so as to cast a 30mPa reinforced concrete slab graded to direct bund contents to a sump that shall allow controlled outflow to an oil separator.

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

#### 1. Access limitations

Contract will be granted access after all employees are have been inducted on safety within the depot

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

NONE

#### 3. Hidden and other services within the *site*

NONE

#### 4. Details of existing buildings / facilities which *Contractor* is required to work on

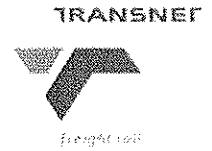
1. Tank farm
2. Pump house
3. Refuelling station
4. Receiving station

## Annexure Summary

Annexure	Title	No of pages
	This Cover Page	1
A	TFR-ISM-RN-R&C-FM009 (Health and Safety Specification)	15
	<b>Total Number of Pages</b>	<b>16</b>

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



<b>PROJECT NAME</b>	FUEL DEPOT UPGRADES	
<b>PROJECT NUMBER</b>	CRAC – NCI 16313	
<b>PROJECT LOCATION</b>	NEWCASTLE	
<b>PROJECT SCOPE</b>	MECHANICAL ENGINEERING WORKS AT THE NEWCASTLE FUEL DEPOT	
<b>PROJECT DURATION</b>	4 MONTHS	
<b>COMPILED BY</b>	SETHABILE LUTHLEZI – SAFETY SPECIALIST	DATE
	SIGNATURE	
<b>APPROVED BY</b>	IGNATIUS NKOANE	DATE
	SIGNATURE	
<b>RESPONSIBLE SEGMENT</b>	RAIL NETWORK FUEL DEPOT	
<b>CONTRACT SPECIALIST</b>	HELEN SIGCAU	



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

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9. Project Organogram
10. Training and Competency Certificates
11. Letter of Good Standing and Tax Clearance
12. Notification of Construction Work to Dept. of Labour
13. Client Health, Safety and Environmental Specification
14. Mandatory Agreement (37/2)
15. Site Access Certificate
16. Site Establishment
17. Proof Medical Certificate of Fitness
18. Minutes of the Health, Safety and Environmental Meeting
19. Risk Management
20. Incident Management
21. Project Health, Safety and Environmental Inspection Records
22. First Aid Services
23. Project Health, Safety and Environmental Audits
24. Contingency/Emergency Plan, Procedure and Contact Numbers
25. Mobile Plant and/or Construction Vehicles Inspection and Maintenance
26. Registers
27. Checklists
28. Substance Abuse Management
29. Training Matrix
30. Material Safety Data Sheets(MSDS)

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Eff. Date	01 April 2014	<b>HEALTH AND SAFETY SPECIFICATION</b>

31. Health, Safety and Environmental Stats
32. Copy of the OHSACT Act (85 of 1993) with Regulations and Other Statutory Legislations
33. Welfare Facilities
34. Hygiene
35. Health, Safety and Environmental File Contents
36. Environmental Plan
37. Waste Management
38. Handling of Waste on Site
39. Other Records
40. Additional requirements

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

## 1. Purpose

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

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

## 2. Scope

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

## 3. Abbreviations

**HSEP** – Health, Safety and Environmental Plan

**RC** – Rehabilitation and Construction

**RN** – Rail Network

**SOP** – Standard Operating Procedure

**TFR** – Transnet Freight Rail

**COID** – Compensation for Occupational Injuries and Diseases

**EMP** – Environmental Management Plan

**DOL** – Department of Labour

**HCS** – Hazardous Chemical Substances

**MSDS** – Material Safety Data Sheet

**OHS** – Occupational Health and Safety

**PPE** – Personal Protective Equipment

**HSE** – Health, Safety and Environment

**KZN** – KwaZulu Natal

## 4. Definitions

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

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

## 5. Policies

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

## 6. HSE Budget

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

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

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

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

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

## 8. Legal and Other Appointments

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

## 9. Project Organogram

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

## 10. Training and Competency

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

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

- Management and Supervisory Appointees

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

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

## 8.1 Induction Training

### • Project Induction

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

### • Site specific induction

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

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

- **Visitors induction**

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

- **Refresher induction**

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

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

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

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

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

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

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

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

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

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

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### 15. Site Access Certificate

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

### 16. Site Establishment

Site establishment shall commence as soon as the Site Access certificate has been granted. In addition, the appointed contractor shall develop a traffic plan for the site to ensure the safe movement of pedestrians, vehicles and all construction mobile plant.

This traffic plan shall be reviewed when necessary. Contractors shall ensure that established sites are adequately secured to protect material, plant, equipment and people.

### 17. Medical Certificate Of Fitness

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

### 18. Health, Safety and Environmental Meeting

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

### 19. Risk Management

#### 19.1 Hazard Identification and Risk Assessment (HIRA)

The contractor shall conduct an initial Hazard Identification and Risk Assessment prior to commencement of construction work. Thereafter the contractor shall review the HIRA when there is an incident/accident and/or changes in the scope of work, plant, machinery, equipment, etc.

The contractor shall implement identified control measures to ensure that the risk(s) is/are kept as low as reasonably practicable. A contractor shall appoint a competent risk assessor to facilitate the HIRA process. This HIRA shall be signed and approved by contractor's management.

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

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

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

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

## 19.3 Planned Task Observations (PTOs)

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

The PTOs shall be conducted by the following persons:

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

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

## 19.4 Method Statements

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

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

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

## 19.5 Daily Safety Task Instructions (DSTI)

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

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

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



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## 19.6 Daily Safety Toolbox Talks

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

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

## 20. Incident Management

### 20.1 Incident Reporting

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

- verbally
- telephonically or
- via sms

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

### 20.2 Incident Investigation

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

### 20.3 Incident Record Keeping

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

### 20.4 Incident Close Out

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

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

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

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## 22. First Aid Services

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

- **First Aid Boxes**

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

- **Smoking**

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

- **Sun Protection**

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

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

## 23. Project Health, Safety and Environmental Audits

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

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

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

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

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

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

**26. Registers**

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

**27. Checklists**

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

**28. Substance Abuse Management**

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

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

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

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

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

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

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

### 32. Welfare Facilities

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

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

### 33. Hygiene

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

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

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

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

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

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

### **35. Environmental Management**

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

### **36. Waste Management**

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

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

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

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

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

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

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

### **38. Other Records**

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

### **39. Additional requirements**