

## NEC3 Engineering and Construction Contract (ECC)

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	CONSTRUCTION OF BUILDINGS AT THE ENTRANCES TO THE PORT OF RICHARDS BAY
Contract Number	ERAC-RCB-20448
Start Date	01 April 2016
Completion Date	31 September 2016

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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 construction of buildings at the entrances to the Port of Richards Bay over a period of 6 months.

Tenderers should have a CIDB contractor grading designation of 4GB or 4CE 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 have certification of attendance at the compulsory tender clarification meeting are eligible to submit tenders.

The physical address for collection of tender documents is:

Transnet Freight Rail

Malahle House

4 Kiewet Street

Empangeni, 3880

Documents may be collected during working hours after 08:00hrs on Thursday, 28<sup>th</sup> January 2016 to 15:00hrs on Tuesday, 08<sup>th</sup> February 2016.

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

Ms Yogeshnie Gengan

Tel No 055 906 7345

Email [Yogeshnie.Gengan@transnet.net](mailto:Yogeshnie.Gengan@transnet.net)

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

Malahle House

4 Kiewet Street

Empangeni, 3880

on Tuesday, 09<sup>th</sup> February 2016 starting at 10:00hrs.

The closing time for receipt of tenders is 12:00hrs on Tuesday, 01<sup>st</sup> March 2016.

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

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

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

Transnet fully subscribes to Government's New Growth Path objectives and Supplier Development commitments by Respondents will consequently feature prominently in the evaluation and award of this business.

**Transnet urges Clients, Suppliers and Service Providers to report all acts of fraud and/or instances of corruption to Transnet's TIP-OFFS ANONYMOUS on 0800 003 006 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 5 days after receipt)

FAX TO: Transnet Freight Rail	Project No.: 4116167
Vax No. 0866 488 153	Tender No.: ERAC-RCB-20448
Attention: Debbie van Wyk	Closing Date: 01 March 2016

**For: CONSTRUCTION OF BUILDINGS AT THE ENTRANCES TO THE PORT OF RICHARDS BAY**

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

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

REASON FOR NOT TENDERING:

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

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

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

## T1.2 Tender Data (Alternative Method 2)

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009, subsequently amended (May 2010), Board Notice 86 of 2010 and Board Notice 136 Government Gazette No 38960 of 10 July 2015 (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 <i>Employer</i> is <b>Transnet SOC Ltd</b> (Reg No. 1990/000900/30)																
F.1.2	The tender documents issued by the <i>Employer</i> comprise: <table> <tr> <td><b>Part T: The Tender</b></td><td></td></tr> <tr> <td><b>Part T1: Tendering procedures</b></td><td>T1.1 Tender notice and invitation to tender T1.2 Tender data</td></tr> <tr> <td><b>Part T2 : Returnable documents</b></td><td>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</td></tr> <tr> <td><b>Part C: The contract</b></td><td></td></tr> <tr> <td><b>Part C1: Agreements and contract data</b></td><td>C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 &amp; 2)</td></tr> <tr> <td><b>Part C2: Pricing data</b></td><td>C2.1 Pricing instructions C2.2 Price List</td></tr> <tr> <td><b>Part C3: Scope of work</b></td><td>C3 Works Information</td></tr> <tr> <td><b>Part C4: Site Information</b></td><td>C4 Site Information</td></tr> </table>	<b>Part T: The Tender</b>		<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
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F.1.4	The Employer's agent is: <table> <tr> <td>Name:</td><td>Debbie van Wyk</td></tr> <tr> <td>Address:</td><td>100 Eel Road, Bayhead, Durban</td></tr> <tr> <td>Tel No.</td><td>031 361 4108</td></tr> <tr> <td>Vax No.</td><td>0866 488 153</td></tr> <tr> <td>E – mail</td><td>Deborah.vanwyk@transnet.net</td></tr> </table>	Name:	Debbie van Wyk	Address:	100 Eel Road, Bayhead, Durban	Tel No.	031 361 4108	Vax No.	0866 488 153	E – mail	Deborah.vanwyk@transnet.net						
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F1.6	The competitive negotiation procedure may be applied.																

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

1. Tender offers will only be accepted if:
  - a) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms F.2.7 below.
  - b) The Tender meets the threshold set for Quality / functionality criteria.
  - c) The Tender contains a priced offer.
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 **4GB** or **4CE** or higher class of construction work, are eligible to have their tenders evaluated.
3. 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 **4GB** or **4CE** or higher class of construction work; and
  3. the combined *Contractor* grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a *Contractor* grading designation determined in accordance with the sum tendered for a **4GB** or **4CE** or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
4. 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	Sub-criteria	Maximum number of points
Management and CV's of key persons		30
Quality Plan		10
Environmental Management Plan		10
Previous Experience		30
Health and Safety Plan		20
<b>Maximum possible score for quality (W<sub>Q</sub>)</b>		<b>100</b>

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

following schedules:

- T2.2-7 Management and CV's of key persons
- T2.2-20 Quality Plan
- R2.2-21 Environmental Management Plan
- T2.2-22 Health and Safety
- T2.2-25 Previous Experience

The minimum number of evaluation points for quality is : 70

Quality Criteria	Points Available
<b>Management and CV's of Key Personnel</b>	<b>30</b>
Overall integration and clarity of organizational plan General experience and qualifications Adequacy of proposed staff for the contract	
<b>Previous experience</b>	<b>30</b>
Depth of experience in construction related works. (overall experience)	
Relevance of experience. (project specific) Completion certificates relevant to project specific works.	
<b>Quality Plan</b>	<b>10</b>
Quality management plan with relevant index	
<b>Health &amp; Safety Plan</b>	<b>20</b>
Safety File Index Safety Work Method Statement and Risk Assessment (Project Specific) Valid letter of good standing with Insurance Body and Tax Clearance certificate SHE Management System Safe Working Procedure and Safe Operating Procedure for hand tools and equipment	
<b>Environmental Management Plan</b>	<b>10</b>
EMP File Index Project Specific EMP Emergency Response Plan Spillage Control Procedure	

**In the event that all tenderers that are evaluated in terms of quality (functionality) do not meet the minimum stipulated points (threshold) or quality (functionality), Transnet reserves the right to lower the minimum stipulated threshold points (threshold) from 70 to 60 points.**

**Note: Any tender not complying with all three of the above mentioned stipulations, numbered 1 to 4, will be regarded as non-responsive and will therefore not be considered for further evaluation**



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

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

F.2.12 No alternative tender offers will be considered

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

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 (RME)

Physical address: Cnr Jet Park and North Reef Road,  
Elandsfontein,  
Gauteng

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

- Name of Tenderer: (insert company name)
- Contact person and details: (Insert details)
- The Tender Number: ERAC-RCB-20448
- The Tender Description: Construction of buildings at the entrances to the Port of Richards Bay.

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

Prior arrangement on the submittal of large tender documents should be made with Tlalane Mokiba on telephone number : 011 878 7045

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

F.2.18 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.

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

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

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

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: **12:00hrs on Tuesday, 01<sup>st</sup> March 2016**

Location: **Transnet Freight Rail (RME), Cnr Jet Park and North Reef Road, Elandsfontein, Gauteng**

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

F.3.13.7

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

90 where the financial value inclusive of VAT of one or more responsive tenders received have a value in excess of 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 Tender offers will only be accepted if:

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

- g) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
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F.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

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## T1.3 CIDB Standard Conditions of Tender

July 2015 Edition



As published in Annexure F of the cidb Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

### F.1 General

#### F.1.1 Actions

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

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. 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 price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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;

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

f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### **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 Cancellation and Re-Invitation of Tenders**

**F.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or

(b) funds are no longer available to cover the total envisaged expenditure; or

(c) no acceptable tenders are received.

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.

**F1.5.2** The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

## **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 offer 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**

**F2.2.1** 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.

**F2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**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 familiarize 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.
- 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.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.
- 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 returned 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, number of points claimed for its BBEE status level 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 each tenderer 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 functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed for BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**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.

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 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.3.9.2.** The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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.
- c) 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **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: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price.
- 2) Score points for BBBEE contribution.

- 3) Add the points scored for price and BBEE.

### F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders( including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 ( all applicable taxes included):

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

*Ps* = Points scored for comparative price of tender or offer under consideration;

*Pt* = Comparative price of tender or offer under consideration; and

*Pmin* = Comparative price of lowest acceptable tender or offer.

- (4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- (4) (b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

- (4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

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**The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million**

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

**90/10**

$$P_s = 90 \left( 1 + \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for comparative price of tender or offer under consideration;

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{min}$  = Comparative price of lowest acceptable tender or offer.

- (5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the BBBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	7
5	6
6	5
7	4
8	3
Non-compliant contributor	0

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**F.3.11.6 Decimal places**

Score price, preference and functionality, as relevant, to two decimal places.

**F.3.11.7 Scoring Financial Offers**

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

$$NFO = W_1 \times A$$

where:  $NFO$  is the number of tender evaluation points awarded for price.  
 $W_1$  is the maximum possible number of tender evaluation points awarded for price 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 1a	Option 2 a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

**F.3.11.8 Scoring preferences**

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

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9 Scoring quality**

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

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

$$N_Q = W_2 \times S_Q / M_S$$

where:

$S_Q$  is the score for quality allocated to the submission under consideration;  
 $M_S$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data;

**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 risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, 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,
- 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.

**F3.19 Transparency in the procurement process**

**F3.19.1** The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

**F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F3.19.4** The client must publish the information on a quarterly basis which contains the following information:

**Procurement planning process**

- Procurement method and evaluation process
- Contract type
- Contract status

- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

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## T2.1 List of Returnable Documents

### 1. These schedules are required for eligibility purposes:

T2.2-15 **Eligibility Criteria Schedule:** certification of attendance at a tender clarification meeting

### 2. These schedules will be utilised for the evaluation of Functionality Criteria

T2.2-7 **Evaluation Schedule:** Management and CV's of key persons

T2.2-20 **Evaluation Schedule:** Quality Management

T2.2-21 **Evaluation Schedule:** Environmental management Plan

T2.2-22 **Evaluation Schedule:** Health and Safety Plan

- Health, Safety Questionnaire

T2.2-25 **Evaluation Schedule:** Previous experience

### 3. Returnable Schedules

T2.2-3 Risk Elements

T2.2-8 Schedule of proposed Subcontractors/consultants

T2.2-9 Insurance provided by the Contractor

T2.2-10 Site Establishment requirements

T2.2-14 Authority to submit tender

T2.2-16 Record of addenda to tender documents

T2.2-17 Compulsory Enterprise Questionnaire

T2.2-27 Broad Based Black Economic Empowerment and Socio-Economic Obligations

Annexure A: B-BBEE Improvement Plan

T2.2-31 Service Provider Integrity Pact

T2.2-33 Mutual Non-Disclosure Agreement

T2.2-36 RFP Declaration Form

T2.2-38 Declaration of Understanding (Environmental and Health & Safety)

T2.2-43 RFP – Breach of Law

T2.2-50 B-BBEE Preference Points Claim Form

T2.2-51 Certificate of Acquaintance with Tender Documents

Transnet Supplier Declaration/Application – Annexure D1 & D2

### 4. C1.1: Offer portion of Form of Offer & Acceptance

### 5. C1.2: Contract Data Part 2: Data by Contractor

- 6. **C2.2: Bill of Quantities**
- 7. **C3.1: Works Information**
- 8. **C4.1: Site Information**
- 9. **Annexures**

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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

## PRE-QUALIFICATION QUALITY CRITERIA SCHEDULE

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

Please describe the management arrangements for the *works*.

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

1. An organisation chart showing on site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. CV's for people proposed for all identified posts including Safety Officer and Quality Assurance Representative.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
  - Working with the 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.

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

		yes	no
Overall integration and clarity of organizational plan	Submitted a comprehensive file with Adequate staff with qualifications and organogram		
General experience and qualifications	Submitted an incomplete file that does not indicate that they have Adequate staff with qualifications and organogram		
Adequacy of proposed staff for the contract	Submitted no file with Adequate staff with qualifications and organogram		

**Attached submissions to this schedule:**

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Signed

Date

Name

Position

Tenderer

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## PRE-QUALIFICATION QUALITY CRITERIA SCHEDULE

### T2.2-20: Quality Plan

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

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

The scoring of the Quality Plan will be as follows

Quality Criteria	Scoring Matrix	yes	no
Quality management plan with relevant index	Contract Specific / Related Quality Plan including index		
	Generic Quality Plan including index No Quality plan submitted		

Attached submissions to this schedule:

Signed

Date

Name

Position

Tenderer



## PRE-QUALIFICATION QUALITY CRITERIA SCHEDULE

### T2.2-21: Environmental Management Plan

1. The tenderer must provide their environmental management policy detailing the Managements commitment to preventing and controlling environmental impacts.
2. The tenderer must provide specific Environmental Management Plan which describes relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.

The following documents are key -

- 1) Transnet SOC Limited – SHEQ Policy,
  - 2) Transnet Freight Rail – HSE Policy,
  - 3) ENV-STD-001 Rev 0 Construction Environmental Management Plan (CEMP); and
  - 4) ENV-STD-002 Rev 0 Standard Environmental Specifications (SES).
3. Organisational charts depicting key environmental staff must be accompanied by staff CV's showing staff competencies, together with qualifications.
  4. Tender to provide a signed declaration of understanding (Form PRO-FAT-0312 - T2.2-38) as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.
  5. By signing this Tender Schedule, the tenderer confirms that they will **comply** with the above requirements and in particular Transnet **policy statements and environmental specifications**.

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

		yes	no
EMP File Index	Submitted a comprehensive EMP including index		
Project Specific EMP	Submitted an acceptable EMP including index		
Emergency Response Plan	Submitted an incomplete EMP		
Spillage Control Procedure	Submitted no EMP		

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

**Attached submissions to this schedule:**

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.....

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Signed

Date

Name

Position

Tenderer

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## PRE-QUALIFICATION QUALITY CRITERIA SCHEDULE

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

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer's role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description, type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
12. Complete and return with tender documentation the Contractor Safety Questionnaire attached to Returnable T2.2-22.
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement.

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

Quality Criteria	Scoring Matrix	yes	no
Safety File Index Safety Work Method Statement and Risk Assessment (Project Specific) Valid letter of good standing with Insurance Body SHE Management System Safe Working Procedure and Safe Operating Procedure for hand tools and equipment	Submitted a comprehensive HSP including index Submitted an acceptable HSP including index Submitted an incomplete HSP Submitted no HSP		

**Attached submissions to this schedule:**

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Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

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**Health, Safety Questionnaire****1. SAFE WORK PERFORMANCE****1A. Injury Experience / Historical Performance**

Use the previous three years injury and illness records to complete the following:

Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			

1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours

**1B. Workers' Compensation Experience**

Use the previous three years injury and illness records to complete the following (if applicable):

Industry Code:	Industry Classification:
Year	
Industry Rate	
Contractor Rate	
% Discount or Surcharge	
Is your Workers' Compensation account in good standing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(Please provide letter of confirmation)	

**2. Citations**

2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:

**3. Certificate of Recognition**

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. \_\_\_\_\_

Issue Date \_\_\_\_\_

**4. Safety Program**

Do you have a written safety program manual?

☐ Yes☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

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

**5. Training Program**

5A. Do you have an orientation program for new hire employees?

☐ Yes☐ No

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

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

5B. Do you have a program for training newly hired or promoted supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No					
(If Yes, submit an outline for evaluation. Does it include instruction on the following:					
	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections? ☐ Y ☐ No ☐ Weekly ☐ Monthly ☐ Quarterly

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

Who follows up on inspection action items?

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

☐ Yes ☐ No ☐ Daily ☐ Weekly ☐ Biweekly

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

☐ Yes ☐ No ☐ Weekly ☐ Biweekly ☐ Monthly

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

Is the process documented? ☐ Yes ☐ No

Who leads the discussion?

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

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

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

## 7. Safety Stewardship

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

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

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

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

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

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

7D Does your company track non-injury incidents?

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



**8 Personnel**

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

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

**9 References**

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

Name and Company	Address	Phone Number

## PRE-QUALIFICATION QUALITY CRITERIA SCHEDULE

### T2.2-25: Previous Experience

#### Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience together with completion certificates / handover certificates.

The scoring of Previous Experience will be as follows:

		yes	no
Depth of experience in construction related works. (overall experience)	≥5 years' experience 4 years' experience 2-3 years' experience <2 years' experience		

#### Index of documentation attached to this schedule:

.....

.....

.....

.....

Signed

Date

Name

Position

Tenderer

Notwithstanding this information, all costs related to risk elements which are at the *Contractor's* risk are deemed to be included in the tenderer's offered total of the Prices.

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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.

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

Signed

Date

Name

Position

Tenderer

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

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Loss of or damage to the <i>works</i> , Plant and Materials			
Loss of or damage to Equipment			
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract.			
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
(Other)			

Signed

Date

Name

Position

Tenderer

Tenderers to indicate their Site establishment and/or laydown area requirements:

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Date \_\_\_\_\_

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.

<b>A - COMPANY</b>	<b>B - PARTNERSHIP</b>	<b>C - JOINT VENTURE</b>	<b>D - SOLE PROPRIETOR</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**A. Certificate for Company**

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

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

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

Name	Address	Signature	Date

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

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**C. Certificate for Joint Venture**

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

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

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

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

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

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

## T2.2-17: Compulsory Enterprise Questionnaire

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise  
name

## T2.2-27 BBEE AND SOCIO ECONOMIC OBLIGATIONS

### 1 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Tenderers are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

Tenderers are required to complete Section 8 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status. Tenderers are required to at all times comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

**Note: Failure to submit a valid and original (or certified copy) as proof of the Tenderer's compliance with the B-BBEE requirements stipulated in Section 8 of this TENDER (the B-BBEE Preference Points Claim Form) at the Closing Date of this TENDER, will result in a score of zero being allocated for B-BBEE.**

The Table below indicates the various options available to Large Enterprises, QSEs and EMEs to verify their B-BBEE status.

Enterprise	Certificate
Large	Certificate issued by SANAS accredited verification agency Certificate issued by an IRBA approved auditor
QSE	Certificate issued by SANAS accredited verification agency Certificate issued by an IRBA approved auditor Sworn Affidavit (only black-owned EMEs - 51% to 100% Black owned)
EME	Certificate issued by SANAS accredited verification agency Certificate issued by an IRBA approved auditor Sworn Affidavit Certificate issued by CIPC (formerly CIPRO Auditor or Accounting Officer (only in terms of 2007 Codes)



### 1.1 B-BBEE Joint Ventures or Consortiums

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

Tenderers are to note the requirements for B-BBEE compliance for JVs or consortiums as required by Section 8 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

### 1.2 Subcontracting

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

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

A person awarded a contract may not subcontract more than 25% [twenty-five percent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of Section 8 of this TENDER [the B-BBEE Preference Point Claim Form] Tenderers are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

---

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

### 1.3 B-BBEE Improvement Plan

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderers will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Tenderers submit a B-BBEE improvement plan. Tenderers are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Tenderers are requested to submit their B-BBEE Improvement Plan as an returnable document with their Tender Offers by completion of Annexure A appended hereto.

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## ANNEXURE A: B-BBEE IMPROVEMENT PLAN

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

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

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

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

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

1 "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

2 "Black youth" means Black persons from the age of 16 to 35

3 "New Entrants" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

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

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



PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
19. B-BBEE procurement spend from all Empowering Suppliers <sup>4</sup> based on the B-BBEE procurement recognition level as a percentage of total measured procurement spend	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		
20. 20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i>		
21. B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i>		
22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i>		
23. B-BBEE procurement spend from Empowering Suppliers that are at least 40% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i>		

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

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

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

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

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

24. B-BBEE Procurement Spent from Designated Group <sup>5</sup> Suppliers that are at least 51% Black owned	<i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i>		
<b>SUPPLIER DEVELOPMENT INDICATOR</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Target (%)</b>
25. Annual value of all Supplier Development <sup>6</sup> Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
<b>ENTERPRISE DEVELOPMENT INDICATOR</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Target (%)</b>
26. The organisation's annual spend on Enterprise Development <sup>7</sup> as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

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

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

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

- Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

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

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

Transnet Freight Rail

Tender number: ERAC-RCB-20448

Description of the Works: Construction of buildings at the entrances to the Port of Richards Bay

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## **T2.2-31 Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFX Declaration Form that that have acquainted themselves with, and agree with the content. The contract with the successful tenderer will automatically incorporate this Integrity Pact as part of the final concluded contract.**

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

The Tenderer / Service Provider/ Service Provider / Contractor (hereinafter referred to as the "Tenderer / Service Provider/Contractor")

**"PREVIEW COPY ONLY"**



## **PREAMBLE**

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Tenderers / Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer / Service Provider hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's / Service Provider's / Contractor's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers / Service Providers / Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

## **1 OBJECTIVES**

- 1.1 Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / corrupt dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
  - b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## **2 COMMITMENTS OF TRANSNET**

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.

- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

- 3.1 The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:

- a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.2 The acceptance and giving of gifts may be permitted, provided that:

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and / or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

- 3.3 The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

- 3.4 The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

- 3.5 The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.
- 3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender 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 tendering.
- 4.3 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 Goods or 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 Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.

- 4.4 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 Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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 and/or 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.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.
- 5.2 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer / Service Provider / Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Service Provider / Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer / Service Provider / Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- 6.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.6 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.7 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.



## **7 PREVIOUS TRANSGRESSIONS**

- 7.1 The Tenderer / Service Provider / Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer / Service Provider / Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

## **8 SANCTIONS FOR VIOLATIONS**

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer / Service Provider / Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer / Service Provider / Contractor. However, the proceedings with the other Tenderer / Service Provider / Contractor may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer / Service Provider / Contractor;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer / Service Provider / Contractor, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Tenderer / Service Provider; and
  - f) Exclude the Tenderer / Service Provider / Contractor from entering into any Tender with Transnet in future.

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

- 9.3 If a Tenderer / Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in

respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer / Service Provider / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer / Service Provider / Contractor.

## 10 MONITORING

10.1 Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

## 11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

## 12 DISPUTE RESOLUTION

12.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

### 13 GENERAL

- 13.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 13.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 13.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 13.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 13.5 Should a Tenderer / Service Provider / Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer / Service Provider / Contractor to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall attest to it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

ooo000ooo



## 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 construction of buildings at the entrances to the Port of Richards Bay ('the Purpose'). Each party ('the receiving party') shall treat as confidential all information and know-how which it may receive from the other party ('the disclosing party') in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

### 2. Definition

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

### 3. Exclusions

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

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

3.5. is approved for release by the disclosing party in writing.

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

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

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

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.
- 5.4. The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

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

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

employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

## **7. Mandatory Disclosure**

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

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

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

## **9. No License Granted**

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

## **10. No Representations**

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

## **11. Term**

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

## **12. Miscellaneous**

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

### 13. Governing Law and Jurisdiction

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

### 14. Disputes

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

### 15. Remedies

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

Signed

Date

Name

Position

Tenderer

## T2.2-36: TENDER DECLARATION FORM

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

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

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER 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 tender 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 Tenderers" 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:	

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

**5.2 Subcontracting:**

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

If YES, indicate:

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

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

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
- ☐ Partnership/Joint Venture/Consortium
- ☐ One person business/sole propriety
- ☐ Close Corporations
- ☐ Company (Pty) Ltd
- (v) Describe Principal Business Activities
- .....
- .....
- (vi) Company Classification [TICK APPLICABLE BOX]
- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service Provider
- ☐ Other Service Providers e.g. Transporter, etc.
- (vii) Total number of years the company/firm has been in business.....

**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. ....

2. ....

SIGNATURE OF TENDERER

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 TENDER 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 Tender.
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 TENDER/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 Tender 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 Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderder, whether or not affiliated with the Tenderder, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderder and/or is in the same line of business as the Tenderder.
5. The Tenderder has arrived at the accompanying Tender 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 Tenderding.
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 Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or
  - f) Tenderding with the intention not winning the Tender.

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 TENDER relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender 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 Tenders and contracts, Tenders 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, Tenderers that submit suspicious Tenders 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

# Transnet Supplier Declaration/Application

TRANSNET



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 MP30 Certificate		Yes		No			
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE Certificate		Yes		No			
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name				Designation			
Signature				Date			
<b>Stamp And Signature Of Commissioner Of Oath</b>							
Name				Date			
Signature				Telephone No.			

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

## 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:

### CONSTRUCTION OF BUILDINGS AT THE ENTRANCES TO THE PORT OF RICHARDS BAY

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 Ltd  
Malahle House  
4 Kiewet Street  
Empangeni  
3880

Name &  
signature of  
witness \_\_\_\_\_

Date \_\_\_\_\_



## 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:**

Signature

Name

Capacity

*(Insert name and address of organisation)*

On behalf  
of

Name &  
signature  
of witness

Date

**For the Employer**

Transnet SOC Ltd  
Malahle House  
4 Kiewet Street  
Empangeni  
3880

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	B: Priced contract with bill of quantities
	and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X7: Delay Damages
		X16: Retention
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2012) <sup>1</sup>	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Malahle House 4 Kiewet Street Empangeni 3880
		Postal Address:  P O Box 1048 Empangeni 3880
	Tel No.	035 906 7344
	Fax No.	086 723 0510

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



10.1	The <i>Project Manager</i> is: (Name)	Jannie Visser						
	Address	Old Naval Base Commodore Close Meerensee Richards Bay 3900						
	Tel	035 905 3662						
	Fax	035 905 3545						
	e-mail	Jannie.Visser@transnet.net						
10.1	The <i>Supervisor</i> is: (Name)	Thulani Mnyandu						
	Address	Old Naval Base Commodore Close Meerensee Richards Bay 3900						
	Tel No.	035 905 3524						
	Fax No.	035 905 3545						
	e-mail	Thulani.Mnyandu@transnet.net						
11.2(13)	The <i>works</i> are	Construction of buildings						
11.2(14)	The following matters will be included in the Risk Register	Traffic entering and exiting the Port						
11.2(15)	The <i>boundaries of the site</i> are	Within the Port of Richards Bay						
11.2(16)	The Site Information is in	Part C4						
11.2(19)	The Works Information is in	Part C3						
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.						
13.1	The <i>language of this contract</i> is	English						
13.3	The <i>period for reply</i> is	2 weeks						
<b>2</b>	<b>The Contractor's main responsibilities</b>	No additional data is required for this section of the <i>conditions of contract</i> .						
<b>3</b>	<b>Time</b>							
11.2(3)	The <i>completion date</i> for the whole of the works is	31 September 2016						
30.1	The <i>access dates</i> are	<table border="1"> <thead> <tr> <th>Part of the Site</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1: East</td> <td>TBA</td> </tr> <tr> <td>2: Bayvue</td> <td>TBA</td> </tr> </tbody> </table>	Part of the Site	Date	1: East	TBA	2: Bayvue	TBA
Part of the Site	Date							
1: East	TBA							
2: Bayvue	TBA							

		3: Main Gate	TBA
31.2	The <i>starting date</i> is.	01 April 2016	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i> .	
43.2	The <i>defect correction period</i> is	2 weeks	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is monthly on the	25 <sup>th</sup> (twenty fifth) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.4	The <i>interest rate</i> is	the prime lending rate of the Standard Bank of South Africa.	
<b>6</b>	<b>Compensation events</b>		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time	
	The place where weather is to be recorded (on the Site) is:	At the site office	
	and which are available from:	South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a> .	
<b>7</b>	<b>Title</b>	No additional data is required for this section of the <i>conditions of contract</i> .	
<b>8</b>	<b>Risks and insurance</b>		

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the <i>works</i> , Plant and Materials as stated in the insurance policy for contract works and public liability selected from: Principal Controlled Insurance (PCI), Principal Controlled Contractors Liability Insurance, and Project Specific Insurance	PCI
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i> , Plant and Materials is as stated in the PCI Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the PCI insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the PCI insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)
	2 Insurance against:	Loss of or damage to property (except the <i>works</i> , plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising out of or in connection with the performance of the Contract as stated in the PCI insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the PCI insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the PCI insurance policy for Contract Works / Public Liability
84.1	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the PCI insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the PCI insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the PCI insurance policy for Contract Works / Public Liability

4 Insurance against:

Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon

Cover / indemnity

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

The deductibles are

As stated in the PCI insurance policy for Contract Works / Public Liability.

84.1

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

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

The *Contractor* provides these additional Insurances

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

		5. The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i> . The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i> .
9	Termination	There is no additional Contract Data required for this section of the <i>Conditions of contract</i> .
10	Data for main Option clause	
B	Priced contract with bill of quantities	
60.6	The <i>method of measurement</i> is	The Standard System of Measuring Builder's Work (6 <sup>th</sup> Edition) and Model Preambles for Rates (2008 Edition) as published by The Association of South African Quantity Surveyors
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Richards Bay
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	

<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages</b>	
<b>X7.1</b>	Delay damages for Completion of the whole of the <i>works</i> are	<b>R1,500.00 per day</b>
<b>X16</b>	<b>Retention</b>	
<b>X16.1</b>	The <i>retention percentage</i> is	<b>10% on all payments certified.</b>

"PREVIEW COPY ONLY"



## C1.2 Contract Data

### Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006) and the relevant parts of its Guidance Notes (ECC3-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 pages 152 to 154 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address Tel No. Fax No.	
11.2(8)	The direct fee percentage is The subcontracted fee percentage is	% %
11.2(18)	The working areas are the Site and	
24.1	The Contractor's key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	

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

<b>B</b>	<b>Priced contract with bill of quantities</b>		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is		(in figures)
	(in words), excluding VAT		
<b>Data for Schedules of Cost Components</b>		<i>Note "SCC" means Schedule of Cost Components starting on page 56 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 59 of ECC.</i>	
<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>	
41 in SSCC	The percentage for people overheads is:	%	
21 in SSCC	The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is % (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b> <b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>
62 in SSCC	The percentage for design overheads is	%	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		



**B: Security House - East Gate**

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
	SANS	<b>SECTION B: CIVIL and BUILDING</b>				
		<b>Earthworks</b>				
B1	1200C	<b>Site Clearance</b>				
B1.1	8.2.1	Site Clearing: Rip the tar and grub / vegetation, bottom layer and disposal of the material to a designated area	m2	146		
B2	8.2.8	<b>Demolish and Remove Existing Structures</b>				
B2.1	PSC 8.2.8	Carefully take down the existing structures including electrical light poles, advertising boards etc	Sum	1		
B2.2		Excavate and remove of site abandoned material, eg. Manholes and concrete pipes	Sum	1		
B3	1200D	<b>Excavations:</b>				
B3.1		Excavations of the area from NGL to the bottom of the foundation blinding	m3	130		
B3.2		Excavation below the foundation screed level of the total building area	m3	91		
B4		<b>Backfilling, Compacting and Testing:</b>				
B4.1		Backfilling and compacting in layers of 300mm using selected or imported material:				
B4.1.1		The 1st 300mm layer of G5 material	m3	46		
B4.1.2		The final 300mm layer of G5 material	m3	46		
B4.2		Compact 300mm layer in situ material as per the required density of 95 % MOD AASHTO Max Dry density, unless otherwise stated	No.	8		
B5		<b>Excavations from NGL to the level below foundation blinding:</b>				
B5.1		Total area to be backfilled and compacted to the specified density, at 300mm layer intervals	m3	130		
B5.2		Compact 300mm layer in situ material as per the required density of 95 % MOD AASHTO Max Dry density, unless otherwise stated	No.	12		

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
B6		<b>Foundation Excavations, Backfill and Compacting:</b>				
B6.1		Excavation to trenches for strip footings	m3	39		
B6.2		Backfilling and compacting of trenches, sides of foundations etc. in layers of 150mm or unless specified otherwise using selected excavated earth	m3	20		
B7		<b>Services Excavations, Backfill and Compacting:</b>				
B7.1		Excavation for drains or pipe trenches	m3	16		
B7.2		Other services excavations	m3	8		
	1200G	<b>Concrete Works</b>				
B8	8.1.3.3	<b>Plain Concrete Works</b>				
B8.1	8.4.2	50mm blinding layer	m2	16		
B8.2		Mass concrete if specified by the Engineer	m3	8		
B9	8.4.3	<b>Reinforced Concrete Works (RCC)</b>				
B9.1		Strip footings and foundations 20MPa/19mm	m3	13		
B9.2		Surface beds or concrete floor slab 25MPa/19mm	m3	33		
B9.3		Screed of maximum 100mm thickness applied to the floor slab	m2	146		
B9.4		Suspended roof concrete slab 30MPa/19mm	m3	33		
B10	8.1.1.6	<b>Formwork</b>				
B10.1		Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork - in Foundations and slabs	m2	146		
B11	8.1.2.3	<b>Reinforcement</b>				
B11.1	PSG 8.1.2	High tensile steel bars of specified diameters	t	1.50		
B11.2		High tensile welded mesh for a standard Mesh Ref 193	m2	146		

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
B12	8.4.4	<b>Unformed Surface Finishes</b>				
B12.1		Surface finishes: Wood float to suspended slab (TBC by Engineer)	m2	146		
B12.2		Surface finishes: Steel float to surface beds/landings/stairs (TBC by Engineer)	m2	146		
B13	8.5	<b>Joints</b>				
B13.1		Construction joints, including sealing and cutting:				
B13.1.1		Movement joints or saw cut joint	m	72		
B14		<b>Tiling</b>				
B14.1		Supply and fix approved, quality porcelein tiles to floors as per specifications	m2	146		
B15		<b>Brick Masonry Work</b>				
B15.1		230mm wide brickwork - both face brick, Rate to include brickgrip DPC at min. height of 150mm above ground level	m2	82		
B15.2		110 wide single brickwall above the surface bed	m2	66		
B15.3		230mm wide double brickwall above the surface bed	m2	107		
B15.4		Total plaster work - internal walls only	m2	325		
B15.5		270mm wide cavity wall in stretcher bond with 50mm cavity between faces, ties at 1000mm c/c every fourth course all pointing a& nosing, 10MPa mortar	m2	12		
B15.6		270mm wide cavity wall in stretcher bond with 50mm cavity between the faces, both face brick min 3 courses below final ground level	m2	6		
B15.7		Supply and bed on 10MPa mortar precast concrete lintels for:				
B15.7.1		110mm or 160mm	No.	7		
B15.7.2		108mm lintels for duct openings	No.	7		
B15.7.3		150mm lintels for door/louvre openings	No.	7		
B16		<b>Waterproofing</b>				
B16.1		Supply, deliver and apply a 2 coat 20mm thick asphalt + flexible acrylic sealofax to roof slab	m2	146		
B16.2		250m micron Polyethylene sheet to underside of floor slab (AG/DPP)	m2	146		
B16.3		375 micron brickgrip DPC on mortar fillet to 370 external wall at floor level	m	72		

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
B17		<b>Manholes and Precast Elements</b>				
B17.1		Manholes to be constructed	No.	3		
B17.2		Precast elements	No.	13		
B18		<b>Door and Window Components</b>				
B18.1		Providing & fixing powercoated aluminium window type W1 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
B18.2		Providing & fixing powercoated aluminium window type W2 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
B18.3		Providing & fixing powercoated aluminium window type W3 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
B18.4		Providing & fixing powercoated aluminium window type W4 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
B18.5		Providing & fixing powercoated aluminium window type W5 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
B18.6		Providing & fixing powercoated aluminium window type W6 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
B18.7		Providing & fixing Door type D1 in Aluminium section as per drawing including all accessories and RCC lintel - Complete.	each	1		
B18.8		Providing & fixing Door type D2 as per drawing including all accessories and RCC lintel - Complete.	each	1		
B18.9		Providing & fixing Door type D3 as per drawing including all accessories and RCC lintel - Complete.	each	1		
B18.10		Providing & fixing Door type D4 as per drawing including all accessories and RCC lintel - Complete.	each	1		
B19		<b>Miscellaneous</b>				
B19.1		Repair / alter existing manholes and inlet structures	PS			
<b>Total Section B</b>						

**C: Security House - Main Gate**

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
	SANS	<b>SECTION C: CIVIL and BUILDING</b>				
C1	1200C	<b>Earthworks</b>				
		<b>Site Clearance</b>				
C1.1	8.2.1	Site Clearing: Rip the tar and grub / vegetation, bottom layer and disposal of the material to a designated area	m2	146		
C2	8.2.8	<b>Demolish and Remove Existing Structures</b>				
C2.1	PSC 8.2.8	Carefully take down the existing structures including electrical light poles, advertising boards etc	Sum	1		
C2.2		Excavate and remove of site abandoned material, eg. Manholes and concrete pipes	Sum	1		
C3	1200D	<b>Excavations:</b>				
C3.1		Excavations of the area from NGL to the bottom of the foundation blinding	m3	130		
C3.2		Excavation below the foundation screed level of the total building area	m3	91		
C4		<b>Backfilling, Compacting and Testing:</b>				
C4.1		Backfilling and compacting in layers of 300mm using selected or imported material:				
C4.1.1		The 1st 300mm layer of C5 material	m3	46		
C4.1.2		The final 300mm layer of C5 material	m3	46		
C4.2		Compact 300mm layer in situ material as per the required density of 95 % MOD AASHTO Max Dry density, unless otherwise stated	No.	8		
C5		<b>Excavation from NGL to the level below foundation blinding:</b>				
C5.1		Total area to be backfilled and compacted to the specified density, at 300mm layer intervals	m3	130		
C5.2		Compact 300mm layer in situ material as per the required density of 95 % MOD AASHTO Max Dry density, unless otherwise stated	No.	12		
C6		<b>Foundation Excavations, Backfill and Compacting:</b>				
C6.1		Excavation to trenches for strip footings	m3	39		
C6.2		Backfilling and compacting of trenches, sides of foundations etc. in layers of 150mm or unless specified otherwise using selected excavated earth	m3	20		
C7		<b>Services Excavations, Backfill and Compacting:</b>				
C7.1		Excavation for drains or pipe trenches	m3	16		
C7.2		Other services excavations	m3	8		

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
	1200G	<b>Concrete Works</b>				
C8	8.1.3.3	<b>Plain Concrete Works</b>				
C8.1	8.4.2	50mm blinding layer	m2	46		
C8.2		Mass concrete if specified by the Engineer	m3	8		
C9	8.4.3	<b>Reinforced Concrete Works (RCC)</b>				
C9.1		Strip footings and foundations 20MPa/19mm	m3	13		
C9.2		Surface beds or concrete floor slab 25MPa/19mm	m3	33		
C9.3		Screed of maximum 100mm thickness applied to the floor slab	m2	146		
C9.4		Suspended roof concrete slab 30MPa/19mm	m3	33		
C10	8.1.1.6	<b>Formwork</b>				
C10.1		Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork - in Foundations and slabs	m2	146		
C11	8.1.2.3	<b>Reinforcement</b>				
C11.1	PSG 8.1.2	High tensile steel bars of specified diameters	t	1.50		
C11.2		High tensile welded mesh for standard Mesh Ref 193	m2	146		
C12	8.4.4	<b>Unformed Surface Finishes</b>				
C12.1		Surface finishes: Wood float on suspended slab (TBC by Engineer)	m2	146		
C12.2		Surface finishes: Steel float to surface beds/landings/stairs (TBC by Engineer)	m2	146		
C13	8.5	<b>Joints</b>				
C13.1		Construction joints, including sealing and cutting				
C13.1.1		Movement joints or saw cut joint	m	72		
C14		<b>Finishing</b>				
C14.1		Supply and fix approved, quality porcelain tiles on floors as per specifications	m2	146		
C15		<b>Brick Masonry Work</b>				
C15.1		230mm wide brickwork - both face brick, Rate to include brickgrip DPC at min. height of 150mm above ground level	m2	82		
C15.2		110 wide single brickwall above the surface bed	m2	66		
C15.3		230mm wide double brickwall above the surface bed	m2	107		
C15.4		Total plaster work - internal walls only	m2	325		
C15.5		270mm wide cavity wall in stretcher bond with 50mm cavity between faces, ties at 1000mm c/c every fourth coarse all pointing a& nosing, 10MPa mortar	m2	12		

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
C15.6		270mm wide cavity wall in stretcher bond with 50mm cavity between the faces, both face brick min 3 courses below final ground level,	m2	6		
C15.7		Supply and bed on 10MPa mortar precast concrete lintels for:				
C15.7.1		110mm or 160mm	No.	7		
C15.7.2		108mm lintels for duct openings	No.	7		
C15.7.3		150mm lintels for door/louvre openings	No.	7		
C16		<b>Waterproofing</b>				
C16.1		Supply, deliver and apply a 2 coat 20mm thick asphalt + flexible acrylic sealofax to roof slab	m2	146		
C16.2		250m micron Polyethylene sheet to underside of floor slab (AG/DPP)	m2	146		
C16.3		375 micron brickgrip DPC on mortar fillet to 370 external wall at floor level	m	72		
C17		<b>Manholes and Precast Elements</b>				
C17.1		Manholes to be constructed	No.	3		
C17.2		Precast elements	No.	13		
C18		<b>Door and Window Components</b>				
C18.1		Providing & fixing powercoated aluminium window type W1 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
C18.2		Providing & fixing powercoated aluminium window type W2 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
C18.3		Providing & fixing powercoated aluminium window type W3 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
C18.4		Providing & fixing powercoated aluminium window type W4 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
C18.5		Providing & fixing powercoated aluminium window type W5 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
C18.6		Providing & fixing powercoated aluminium window type W6 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
C18.7		Providing & fixing Door type D1 in Aluminium section as per drawing including all accessories and RCC lintel - Complete.	each	1		
C18.8		Providing & fixing Door type D2 as per drawing including all accessories and RCC lintel - Complete.	each	1		



Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
C18.9		Providing & fixing Door type D3 as per drawing including all accessories and RCC lintel - Complete.	each	1		
C18.10		Providing & fixing Door type D4 as per drawing including all accessories and RCC lintel - Complete.	each	1		
C19		<b>Miscellaneous</b>				
C19.1		Repair / alter existing manholes and inlet structures	PS			
Total Section C						

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**D: SAPS House - Bayvue Gate**

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
	SANS	<b>SECTION D: CIVIL and BUILDING</b>				
D1	1200C	<b>Earthworks</b>				
		<b>Site Clearance</b>				
D1.1	8.2.1	Site Clearing: Rip the tar and grub / vegetation, bottom layer and disposal of the material to a designated area	m2	146		
D2	8.2.8	<b>Demolish and Remove Existing Structures</b>				
D2.1	PSC 8.2.8	Carefully take down the existing structures including electrical light poles, advertising boards etc	Sum	1		
D2.2		Excavate and remove of site abandoned material, eg. Manholes and concrete pipes	Sum	1		
D3	1200D	<b>Excavations:</b>				
D3.1		Excavations of the area from NGL to the bottom of the foundation blinding	m3	130		
D3.2		Excavation below the foundation screed level of the total building area	m3	91		
D4		<b>Backfilling, Compacting and Testing:</b>				
D4.1		Backfilling and compacting in layers of 300mm using selected or imported material:				
D4.1.1		The 1st 300mm layer of G5 material	m3	46		
D4.1.2		The final 300mm layer of G5 material	m3	46		
D4.2		Compact 300mm layer in situ material as per the required density of 95 % MOD AASHTO Max Dry density, unless otherwise stated	No.	8		
D5		<b>Excavation from NGL to the level below foundation blinding:</b>				
D5.1		Total area to be backfilled and compacted to the specified density, at 300mm layer intervals	m3	130		
D5.2		Compact 300mm layer in situ material as per the required density of 95 % MOD AASHTO Max Dry density, unless otherwise stated	No.	12		
D6		<b>Foundation Excavations, Backfill and</b>				
D6.1		Excavation to trenches for strip footings	m3	39		
D6.2		Backfilling and compacting of trenches, sides of foundations etc. in layers of 150mm or unless specified otherwise using selected excavated earth	m3	20		
D7		<b>Services Excavations, Backfill and Compacting:</b>				
D7.1		Excavation for drains or pipe trenches	m3	16		
D7.2		Other services excavations	m3	8		

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
D8	1200G	<b>Concrete Works</b>				
D8.1	8.1.3.3	<b>Plain Concrete Works</b>				
D8.2	8.4.2	50mm blinding layer	m2	46		
D9	8.4.3	Mass concrete if specified by the Engineer	m3	8		
D9.1		<b>Reinforced Concrete Works (RCC)</b>				
D9.2		Strip footings and foundations 20MPa/19mm	m3	13		
D9.3		Surface beds or concrete floor slab 25MPa/19mm	m3	33		
D9.4		Screed of maximum 100mm thickness applied to the floor slab	m2	146		
D10	8.1.1.6	Suspended roof concrete slab 30MPa/19mm	m3	33		
D10.1		<b>Formwork</b>				
D11	8.1.2.3	Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork - in Foundations and slabs	m2	146		
D11.1	PSG 8.1.2	<b>Reinforcement</b>				
D11.2		High tensile steel bars of specified diameter	t	1.50		
D12	8.4.4	High tensile welded mesh for a standard Mesh Ref 193	m2	146		
D12.1		<b>Unformed Surface Finishes</b>				
D12.2		Surface finishes: Wood float to suspended slab (TEC by Engineer)	m2	146		
D13	8.5	Surface finishes: Spot float to surface beds/landings/stairs (TEC by Engineer)	m2	146		
D13.1		<b>Joints</b>				
D13.1.1		Construction joints, including sealing and cutting:				
D14		Movement joints or saw cut joint	m	72		
D14.1		<b>Finishing</b>				
D15		Supply and fix approved, quality porcelain tiles to floors as per specifications	m2	146		
D15.1		<b>Brick Masonry Work</b>				
D15.2		230mm wide brickwork - both face brick, Rate to include brickgrip DPC at min. height of 150mm above ground level	m2	82		
D15.3		110 wide single brickwall above the surface bed	m2	66		
D15.4		230mm wide double brickwall above the surface bed	m2	107		
D15.5		Total plaster work - internal walls only	m2	325		
		270mm wide cavity wall in stretcher bond with 50mm cavity between faces, ties at 1000mm c/c every fourth course all pointing a& nosing, 10MPa mortar	m2	12		

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
D15.6		270mm wide cavity wall in stretcher bond with 50mm cavity between the faces, both face brick min 3 courses below final ground level,	m2	6		
D15.7		Supply and bed on 10MPa mortar precast concrete lintels for:				
D15.7.1		110mm or 160mm	No.	7		
D15.7.2		108mm lintels for duct openings	No.	7		
D15.7.3		150mm lintels for door/louvre openings	No.	7		
D16		<b>Waterproofing</b>				
D16.1		Supply, deliver and apply a 2 coat 20mm thick asphalt + flexible acrylic sealofax to roof slab	m2	146		
D16.2		250m micron Polyethylene sheet to underside of floor slab (AG/DPP)	m2	146		
D16.3		375 micron brickgrip DPC on mortar fillet to 370 external wall at floor level	m	72		
D17		<b>Manholes and Precast Elements</b>				
D17.1		Manholes to be constructed	No.	3		
D17.2		Precast elements	No.	13		
D18		<b>Door and Window Components</b>				
D18.1		Providing & fixing powercoated aluminium window type W1 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
D18.2		Providing & fixing powercoated aluminium window type W2 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
D18.3		Providing & fixing powercoated aluminium window type W3 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
D18.4		Providing & fixing powercoated aluminium window type W4 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
D18.5		Providing & fixing powercoated aluminium window type W5 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
D18.6		Providing & fixing powercoated aluminium window type W6 as per drawing including all accessories, cornices and PCC sill - Complete	each	1		
D18.7		Providing & fixing Door type D1 in Aluminium section as per drawing including all accessories and RCC lintel - Complete.	each	1		
D18.8		Providing & fixing Door type D2 as per drawing including all accessories and RCC lintel - Complete.	each	1		

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
D18.9		Providing & fixing Door type D3 as per drawing including all accessories and RCC lintel - Complete.	each	1		
D18.10		Providing & fixing Door type D4 as per drawing including all accessories and RCC lintel - Complete.	each	1		
D19		<b>Miscellaneous</b>				
D19.1		Repair / alter existing manholes and inlet structures	PS			
Total Section D						

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**E: Security House - Bayvue Gate**

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
	SANS	<b>SECTION E: CIVIL and BUILDING</b>				
E 1	1200C	<b>Earthworks</b>				
E1.1	8.2.1	<b>Site Clearance</b> Site Clearing: Rip the tar and grub / vegetation, bottom layer and disposal of the material to a designated area	m2	146		
	PSC 8.2.1					
E2	8.2.8	<b>Demolish and Remove Existing Structures</b>				
E2.1	PSC 8.2.8	Carefully take down the existing structures including electrical light poles, advertising boards etc	Sum	1		
E2.2		Excavate and remove of site abandoned material, eg. Manholes and concrete pipes	Sum	1		
E3	1200D	<b>Excavations:</b>				
E3.1		Excavations of the area from NGL to the bottom of the foundation blinding	m3	130		
E3.2		Excavation below the foundation screed level of the total building area	m3	91		
E4		<b>Backfilling, Compacting and Testing:</b>				
E4.1		Backfilling and compacting in layers of 300mm using selected or imported material:				
E4.1.1		The 1st 300mm layer of G5 material	m3	46		
E4.1.2		The final 300mm layer of G5 material	m3	46		
E4.2		Compact 300mm layer in situ material as per the required density of 95 % MOD AASHTO Max Dry density, unless otherwise stated	No.	8		
E5		<b>Excavations from NGL to the level below foundation blinding:</b>				
E5.1		Total area to be backfilled and compacted to the specified density, at 300mm layer intervals	m3	130		
E5.2		Compact 300mm layer in situ material as per the required density of 95 % MOD AASHTO Max Dry density, unless otherwise stated	No.	12		
E6		<b>Foundation Excavations, Backfill and Compacting:</b>				
E6.1		Excavation to trenches for strip footings	m3	39		
E6.2		Backfilling and compacting of trenches, sides of foundations etc. in layers of 150mm or unless specified otherwise using selected excavated earth	m3	20		

Item No.	Ref. No.	Description	Unit	Qty	Unit Rate (R)	Total (R)
E7		<b>Services Excavations, Backfill and Compacting:</b>				
E7.1		Excavation for drains or pipe trenches	m3	16		
E7.2		Other services excavations	m3	8		
	1200G	<b>Concrete Works</b>				
E8	8.1.3.3	<b>Plain Concrete Works</b>				
E8.1	8.4.2	50mm blinding layer	m2	46		
E8.2		Mass concrete if specified by the Engineer	m3	8		
E9	8.4.3	<b>Reinforced Concrete Works (RCC)</b>				
E9.1		Strip footings and foundations 20MPa/19mm	m3	13		
E9.2		Surface beds or concrete floor slab 25MPa/19mm	m3	33		
E9.3		Screed of maximum 100mm thickness applied to the floor slab	m2	146		
E9.4		Suspended roof concrete slab 30MPa/19mm	m3	33		
E10	8.1.1.6	<b>Formwork</b>				
E10.1		Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork - in Foundations and slabs	m2	146		
E11	8.1.2.3	<b>Reinforcement</b>				
E11.1	PSQ 8.1.2	High tensile steel bars of specified diameters	t	1.50		
E11.2		High tensile welded mesh for a standard Mesh Ref 193	m2	146		
E12	8.4.4	<b>Unformed Surface Finishes</b>				
E12.1		Surface finishes: Wood float to suspended slab (TBC by Engineer)	m2	146		
E12.2		Surface finishes: Steel float to surface beds/landings/stairs (TBC by Engineer)	m2	146		
E13	8.5	<b>Joints</b>				
E13.1		Construction joints, including sealing and cutting:				
E13.1.1		Movement joints or saw cut joint	m	72		
E14		<b>Tiling</b>				
E14.1		Supply and fix approved, quality porcelein tiles to floors as per specifications	m2	146		

(R)	Total (R)

SUMMARY OF PRICES

No	Item Description	Total
A	Preliminary and General	
	<b>Civil and Building:</b>	
B	Security House East Gate	
C	Security House Main Gate	
D	SAPS House Bayvue Gate	
E	Security House Bayview	
Total carried forward to Form of Offer (Excl. V.A.T.)		

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## PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	18
Total number of pages		19

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## C3.1 EMPLOYER'S WORKS INFORMATION

### 1 Description of the works

#### 1.1 Executive overview

The works that the Contractor is to perform involve Construction of Generator room, SAPS service office, Server room, Search room, kitchen, Male & Female toilets and Security Surveillance Office. The works will be performed for three Access Gates leading to the Port of Richards Bay, KwaZulu-Natal.

#### 1.2 Employer's objectives

The Employer's objectives are to provide access point for incoming and outgoing traffic to the Port of Richards Bay while enhancing security entering the Port. Deliver the Gates which are of modern facade which is representing the statue of the organisation and platform for future upgrade will be set.

#### 1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
CA	Contract Administrator
CQA/QCM	Contractor's QA/QC Manager
CDR	Contractor Documentation Register
CDS	Contractors Documentation Schedule
CSHEO	Contractor's Safety Health and Environmental Officer
CHSMP	Contractor's Health and Safety Management Plan
CM	Construction Manager
COLTO	Committee of Land Transport Officials
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProjM	Project Manager
ProjEM	Project Environmental Manager
ProjEO	Project Environmental Officer
QA	Quality Assurance
SANS	South African National Standards
SES	Standard Environmental Specification
SHE	Safety, Health and Environment

## 2 Engineering and the Contractor's design

### 2.1 Employer's design

2.1.1 The Employer's design for the works was performed at the previous stage of the project and the works will be implemented only. Drawings, specifications, Bill of Quantities (BOQ) are included in the Tender pack. The Employer's design for the works can alter if the Contractor's suggestions are being approved by the Project Manager. The Project Manager will provide the Contractor with all relevant as-built drawing required to do work.

2.1.2 The Employer grants the Contractor a licence to use the copyright in design data presented to the Contractor for the purpose of the works (and the Contractor's obligation under paragraph 2.2 of the Employer's Works Information) ONLY.

The Contractor shall notify the Project Manager, in writing, regarding any discrepancies with final levels before proceeding.

## **2.2 Review and Acceptance of Contractor Documentation**

The Contractor submits documentation as the 'Works Information' requires to the Project Manager for review and acceptance. In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor of work stipulated in the works information.

The Contractor remains the responsible party, at all time, for compliance with specification(s) and the integrity and efficiency of Construction of Generator room, SAPS service office, Server room, Search room, kitchen, Male & Female toilets and Security Surveillance Office at Port Entrances in the Port of Richards Bay.

## **2.3 Equipment required to be included in the works**

All vehicles entering the operational site must be roadworthy, maintained in good order and be equipped with the necessary licences and safety requirements. All construction vehicles shall have operational reversing alarms. Operators of construction vehicles must be trained and competent and authorised to use/drive/operate the vehicle. Drivers of all construction/delivery vehicles must be in possession of a valid driver's license, Port permit and be medically fit. All material to be supplied by the Contractor will comply with the relevant material specification.

## **2.4 As-built drawings, operating manuals and maintenance schedules**

2.4.1 The Contractor provides the following:

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the Contract. The Contractor shall submit/communicate this information to the Project Manager. The completion certificate shall only be issued after the Project Manager has done a properly quality check on site.

# **3 Construction**

## **3.1 Temporary works, Site services & construction constraints**

3.1.1 Employer's Site entry and security control, permits, and Site regulations:

The Employer will issue a Site Access Certificate after award of contract. The Contractor shall obtain the necessary entry permits for all staff working in the construction area in accordance with the access control requirements of Transnet. All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the Contractor.

3.1.2 The Contractor complies with the following requirements of the Employer:

The Contractor will work at all times under the supervision of one of the Trained TFR RME CEW staff while executing the Construction of Generator room, SAPS service office, Server room, Search room, kitchen, Male & Female toilets and Security Surveillance Office at Port Entrances in the Port of Richards Bay various Gates (East, Main and Bayvue). The Eastern and Western entrances to the Port are manned by Security. The Contractor must allow of entry permits in his pricing and adhere to the rules of Transnet National Ports Authority.

3.1.3 Restrictions to access on Site, roads, walkways and barricades

The Contractor shall organize the work to cause the least possible inconvenience to the public and to the properties adjacent to or affected by the work. Access to adjacent areas and access to other properties shall be maintained at all times.

3.1.4 The Contractor complies with the following requirements of the Employer:

At all times the Contractor will work under permit conditions when Construction of Generator room, SAPS service office, Server room, Search room, kitchen, Male & Female toilets and Security Surveillance Office at Port Entrances in the Port of Richards Bay. Further than that Port operations and other Contractors on site, traffic using the same entrances to excess the Port of Richards Bay.

3.1.5 People restrictions on Site; hours of work, conduct and records:

The Contractor keeps daily records of his people engaged on the Site and Working Areas (including Sub-contractors) with access to such daily records available for inspection by the Project Manager at all reasonable times. The Contractor must work in the confines of the contract and if the Contractor wishes to work over a weekend then the Contractor must prior notify the Project Manager.

3.1.6 The Contractor complies with the following hours of work for his people (Including Subcontractors) employed on the Site:

The Contractors working hours will be from 07:00 to 12:00 and 12:30 to 16:15 five days a week, if work is required to be undertaken outside of these working hours then prior approval must be submitted to a Project Manager.

3.1.7 The Contractor keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the Project Manager at all reasonable times.

The Contractor shall carry out safety talks as well as completing a Daily Safety Task Instruction (DSTI) where the staff must sign on in the morning stating that they understand the tasks to be undertaken for the day and at the end of the day they must do safety closeout meaning the staff must sign off the DSTI. The tasks being discussed for the day must come from the Safety File which will contain risk analyses, Quality Plan and Method Statement. The Contractor shall submit to the Project Manager/Site Agent work performed per day.

3.1.8 Health and safety facilities on Site

The contractor shall provide a First Aid Box and appoint a competent person.

The contractor shall display a sign prominently at his Site Office, all emergency contact numbers pertaining to procedures in the event of fire and emergencies. It shall be the responsibility of the contractor to ensure that adequate temporary washing and sanitation facilities are provided for his personnel at his own cost. The use of Transnet national Port Authority's facilities are not use by the contractor, his employee or Sub-contractor.

3.1.9 Title to Materials from demolition and excavation

The Contractor has no title to all materials arising from excavation and demolition in the performance of the works with title to such materials remaining with the Employer. The Project Manager shall instruct the Contractor how to label, mark, set aside and/or dispose of such materials for the benefit of the Employer in accordance with ECC3 Clause 73.1.

No material may be dumped on Transnet National Port Authority or any unauthorised public areas.

3.1.10 The Contractor has title to all Materials arising from excavation and demolition in the performance of the works with the exception of:

The Contractor will take fully responsibility to dispose excavated material even if it gets contaminated by other product on site.

3.1.11 Co-operating with and obtaining acceptance of others.

Transnet Freight Rail RME Civil Engineering Employees and other Contractors.

3.1.12 The Contractor performs the works and co-operates with:

Transnet Freight Rail RME Civil Engineering Employees and other *Contractors*

3.1.13 Publicity and progress photographs

The *Contractor* does not advertise the Contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*. The *Contractor* obtains the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media. The *Contractor* provides a complete digital photographic record of the progress of the construction of the works to the *Project Manager*, monthly as part of the *Contractor's* monthly programme narrative report.

3.1.14 Contractor's Equipment

All equipment to be supplied by the Contractor will comply with the relevant standard specifications. Further than that shall be road worthy and comply with the Road Transport and applicable machinery act.

3.1.15 Equipment provided by the Employer

No Equipment will be provided by the *Employer*

3.1.16 Site services and facilities:

The Contractor shall make his own arrangements for the supply to his work site of a telephone, if required, for his own use during construction. It is however a requirement that the Contractor's representative on site has a cell phone on which he can be contacted for the duration of the construction and maintenance period. The Contractor shall be responsible for the security of the Works until completion and hand-over, and shall make his own arrangements for security and the safekeeping of his property. The Contractor's watchmen may be accommodated on site for this purpose. The Contractor shall provide his own services and facilities unless otherwise agreed upon.

3.1.17 The Employer provides the following facilities for the Contractor:

No facilities will be provided by the *Employer*.

3.1.18 Facilities provided by the Contractor:

No excess or discarded materials or Equipment may be buried or dumped within the port boundary. Demolition of all temporary structures, surfaces etc. shall be first approved by the Project Manager prior to the work being carried out. The *Contractor* makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the *Project Manager*.

Wherever the *Employer* provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and *surrounding areas to its original standard upon dismantling of such facilities and hand-back to the Employer. The Contractor need to provide the following facilities for themselves: Offices, storage, toilets, ablutions, fuel storage.*

3.1.19 The Contractor provides the following facilities for the Project Manager and Supervisor:

None

3.1.20 The Contractor shall, when establishing his site, inspect the facility and take into consideration adjacent building and properties and works by other and interfere with these when erecting his facility and further more areas along the road reserves to prevent wastage and contamination.

3.1.21 Survey control and setting out of the works

The Contractor will be responsible for the setting out of the works.



### 3.1.22 Excavations and associated water control

The Contractor protects all excavations against any water ingress whether by seepage, rains, storms, floods or any other means. The Contractor immediately removes any water found in the excavation by pumping and / or bailing and provides all necessary Equipment (pumps, pipes, etc.) to do so. Water is cleared in such a way that it cannot seep or flow back into the excavations, take note of all Safety and Environmental clauses.

### 3.1.23 The Contractor complies with the following requirements:

- a). As build drawings after construction.
- b). Material certificate
- c). Defect correction period 52 weeks (1 year).

### 3.1.24 Underground services, other existing services, cable and pipe trenches and covers

It is the responsibility of the Contractor to detect and protect the existing services. The Contractor must liaise with all services owners/authorities before work begins. The location of existing underground services shall be carried out in accordance with SANS 10200D.

### 3.1.25 Where the Contractor encounters existing [underground services / existing services cables / pipe trenches] the Contractor undertakes the following:

The Contractor is to send an early warning or Field Engineering Query to notify the Project Manager.

### 3.1.26 Control of noise, dust, water and waste

The Contractor shall in the execution of the works endeavour to reduce and keep noise, dust and waste levels to a minimum and on completion of each days work, the Contractor shall remove all excess material and any waste material from site.

### 3.1.27 The Contractor complies with the following:

General waste management as per the Contractor's approved Environmental Management Plan.

### 3.1.28 Sequences of construction or installation

The Contractor to identify the sequencing of Construction of Generator room, SAPS service office, Server room, Search room, kitchen, Male & Female toilets and Security Surveillance Office at Port Entrances in the Port of Richards Bay by submitting Method Statement to a Project Manager.

### 3.1.29 The Contractor complies with the following:

- a) All work to be in accordance with the National building regulations SANS 10400. All levels and dimensions to be checked and verified by Contractor on site prior to commencement of work, any discrepancies to be reported to the Project Manager;
- b) All glazing to comply with part NN2 and NN3 of SANS 10400;
- c) Openings to comply with parts MM3 and DD2.4 of SANS 10400;
- d) Trenches for all pipes, drains, cables, etc, shall be excavated to a minimum depth of 450mm below finished ground level;
- e) Retaining walls and associated waterproofing shall be Engineers details
- f) Embossed 375 micron brickgrip DCP shall be placed in all walls at a minimum height of 150mm above ground level and under cills laid to full width and lapped at ends, angles and junctions by a minimum 100mm.
- g) All brickwork to be plumb and true, correctly bonded at least 200mm external and 100mm internal.
- h) External walls to be facebrick and window sills to match existing;
- i) Internal plaster shall be 4 parts sand and part cement, steel floated;
- j) Windows to be powdercoated aluminium and shall be otherwise in accordance with the window schedule;

- k) All glass to be free from defects, where applicable set in putty, and sprigged where necessary, or fixed in accordance with the contractor's approved fixing system;

3.1.30 Giving notice of work to be covered up before proceeding with the next activity as required in the Quality Control Plan

The Contractor notifies the Project Manager in writing of any elements of the works which are to be covered up. This notification is given not less than 24 (twenty four) hours prior to the proposed covering up.

3.1.31 The Contractor notifies the Supervisor of the following elements of the works [either include specific details or make an overarching general statement that this is to include all elements of the works] which are to be covered up:

The Contractor notifies the Project Manager in writing of any elements of the works which are to be covered up. This notification is given not less than 24 (twenty four) hours prior to the proposed covering up.

3.1.32 Hook ups to existing works

Every effort will be made to programme the work so that the progress on this contract is not adversely affected by other activities and Contractors on site. Only in exceptional circumstances will the Project Manager entertain the compensation for standing time or delays.

3.1.33 The Contractor complies with the following constraints in the execution of the works:

- a) Speed restrictions in the Port;
- b) Weather conditions;
- c) Working adjacent to other Contractors;
- d) Access into the Port;

### 3.2 Completion, testing, commissioning and correction of Defects

The work to be done by the Completion Date

On or before the Completion Date the Contractor shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The Project Manager cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the Employer from using the works and others from doing their work.

Item of work	To be completed by
Main and East Gate/Entrances	3 months from official start date
Bayvue Gate/Entrances	3 months after the completion of Main and East Gate/Entrances

3.2.1 The Contractor is permitted to carry out the following works after Completion:

None

3.2.2 Use of the works before Completion has been certified

The works will only be used once completion has been certified.

3.2.3 The Employer uses the following part / parts of the works before Completion is certified by the Project Manager which do not constitute take over by the Employer for the reason(s) stated:



The works will only be used once completion has been certified.

#### 3.2.4 Materials facilities and samples for tests and inspections

The *Contractor* to provide all materials, facilities and apparatus required for any test and /or inspections required by the *Works Information* and to provide samples as required by the *Works Information*.

#### 3.2.5 Commissioning

The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of marked up As-built documents that represent the status of the completed works to present to the *Employer*. Where the *Contractor* has presented to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion. Operational maintenance after Completion. The *Contractor* maintains the works until the end of the defects period. Before any commissioning the *Contractor* to perform test (s) e.g. pipe test after plumbing.

#### 3.2.6 Take over procedures

Acceptance of handing over certificate by the *Contractor* and the *Employer* and delivery of all as-built data and documentation to the *Project Manager*.

#### 3.2.7 Access given by the Employer for correction of Defects

The *Employer* shall grant adequate time for correction of defects provided the *Contractor* gives adequate notice to prevent disruptions to the normal operation.

#### 3.2.8 Performance tests after Completion

The *Contractor* shall comply with the Testing Procedures approved by the *Project Manager*.

#### 3.2.9 Operational maintenance after Completion

The *Contractor* will be liable for 52 weeks for any defects after completion of the works.

#### 3.2.10 Execution of the work

East and Main Gate/Entrances shall start at the same period for 3 months and Bayvue Gate/Entrances shall start after completion of East and Main Gate/Entrances for 3 months.

## 4 Plant and Materials Standards and Workmanship

### 4.1 Investigation, Survey and Site Clearance

#### 4.1.1 The Contractor carries out the following investigations at the Site:

The *Contractor* will be responsible for the setting out of the works. The *Contractor* carries out the following investigations at the site: Survey and measurement of new Building works which interface with the works.

### 4.2 Building works

The works that the *Contractor* is to perform involves Construction of Generator room, SAPS service office, Server room, Search room, kitchen, Male & Female toilets and Security Surveillance Office. The works will be performed for three Access Gates leading to the Port of Richards Bay.

### 4.3 Civil Engineering (Building works) and roof works

List of standardised specifications applicable to the works:

- The SANS 1200C, 1200D and 1200G specification(s) are applicable to all Civil Engineering and roof works associated with this contract.
- The SABS 0400 and 10400 specification(s) are applicable to all stairs and General Building works associated with this contract.
- The Electrical works: Recommendation of relevant SANS (Formerly SABS) codes for a commercial / industrial development e.g. SANS 10142-1 - Wiring code associated with this contract.
- In case of any conflict in interpretation, ambiguity or discrepancy between any specification(s) (whether standard or written as a particular project specification) contained in the Works Information and the new Engineering contract.

#### 4.4 Electrical & mechanical engineering works

The Electrical works: Recommendation of relevant SANS (Formerly SABS) codes for a commercial / industrial development e.g. SANS 10142-1 - Wiring code associated with this contract.

#### 4.5 Process control and IT works

If required, all process control and IT works shall comply with the specification(s).

### 5 List Of Drawings

#### 5.1 Drawings issued by the Employer

This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title
1001P004 - 2014	A	BAYVUE GATE: SECURITY GUARD HOUSE - REINFORCEMENT
1001P004 - 2015	A	DETAILS
1001P004 - 2016	A	BAYVUE GATE: SAPS HOUSE - REINFORCEMENT DETAILS
1001P004 - 2017	A	MAIN (RBCT) GATE: SECURITY GUARD HOUSE - REINFORCEMENT DETAILS
		EAST GATE: SECURITY GUARD HOUSE - REINFORCEMENT DETAILS

NOTE: FINAL CONSTRUCTION DRAWINGS TO BE PROVIDED BEFORE/AFTER TENDER AWARD.

## SECTION 2

### 6 Management and start up

#### 6.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly	On site	Project Manager, Supervisor, Contractor and appropriate persons
Overall contract progress and feedback	Weekly	To be advised	Project Manager, Supervisor, Contractor and appropriate persons
SHE meeting	Every morning of construction phase	On site	All appropriate key persons
Final hand-over meeting	Once	On site	All appropriate key persons

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting. All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

#### 6.2 Documentation Control

- The document control should be done by means A4 triplicate site diaries and site instructions.
- The following reporting documents shall be provided by the Contractor:
  - A site diary reflecting daily labour, plant and material information.
  - A detailed construction and resource schedule to be provided by the Contractor.
  - A daily progress report containing:
    - Executive summary (typical one to two paragraphs)
    - Performances to date
    - Problems experienced
    - Corrective actions
    - Priorities for the next week

All correspondence from the *Contractor* is signed by the *Contractor's* authorized representative and addressed to the *Project Manager*. All correspondence from the *Employer* is signed by the *Project Manager* or authorized representative and addressed to the *Contractor*.

#### 6.3 Safety risk management

#### 6.3.1 The Contractor complies with the following SMP:

The Contractor complies with the requirements for the Health and Safety Plan and Standard HAS-STD-0001

#### Contractors' General Requirements for Health and Safety:

The Contractor is solely responsible for carrying out the work under the Contract having the highest regards for the health and safety of its employees, Transnet's employees and persons at or in the vicinity of the Site, the Works, temporary work, material, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract.

#### RISK Assessment:

- Prior to commencement of the Works, a detailed Level III Risk Assessment (A serious injury that may result in permanent disability or potential fatality) including the mitigating factors to reduce or prevent the risks associated with the Works and Transnet operational area shall be performed by the Contractor's Supervisor, and approved by the Project Manager.
- The Risk Assessment document shall not be generic to the whole contract, but shall be a "live" document that will change as circumstances change. This will require continuous renewal and updating and conveyance to the employees who in every instance shall sign acknowledgement of understanding of the document.
- The Risk Assessment must be conveyed via a Safety Lecture by the Contractor's Supervisor at the commencement of the Contract work to the employees who must sign acknowledgement and full understanding of the Risk Assessment.

#### Self-Risk Assessments

It shall be the responsibility of the Contractor's Safety Officer to ensure that all employees are familiar with performing Self Risk Assessments which shall be performed prior to starting any job. Self-Risk Assessments should not take longer than three minutes to perform. It shall be the responsibility of the Contractor's Site Supervisor to ensure that Self Risk Assessments become a way of life and are carried out before commencing work.

#### The question the employee must ask himself:

- What work am I about to do?
- Are the tools and equipment I am using correct for the job?
- Is the work I am about to perform safe?
- If not safe, what actions must I take to make it safe?
- What precautions must I take to prevent injury to myself or my colleagues?

#### Self-Risk Assessments shall be carried out when:

- Starting a new job.
- At the start of the shift.
- After tea or lunch breaks.
- When the work routine changes or area of work changes.

#### Reminders:

- The Site Supervisor shall remind all employees at the end of the Tool Box Talks to perform Self Risk Assessments before commencing work.
- The Self Risk Assessment is meant to create an awareness of the work area and surrounding conditions that may influence safety and working conditions at the work place.

### Toolbox Talks

- Prior to commencement of any work on site each day, the Contractor's Supervisor shall inspect the Works; take note of all probable safety and environmental hazards. He shall make amendments to Risk Assessment if required to, and hold Toolbox Talks with all his personnel, explicitly explaining the dangers, environmental and safety precautions required for that particular area.
- Minutes of the briefing session shall be taken and names of all attendees recorded and signed (by attendees) to be made available to the Project Manager.

### HEALTH AND SAFETY REQUIREMENTS

- The Contractor and his employees shall have valid safety training and medical certificates from a registered Occupational Health Medical Practitioner when accessing or working on site. Copies of which shall be submitted to the Project Manager at the commencement of the contract.

#### Safety

##### Personal Protective Equipment

The following personal protective equipment shall be worn at the Works when applicable.

- Full overalls
- Hard hats with chin straps.
- Acceptable respirators/dust masks to protect against.
- Acceptable Hearing Protection.
- Provision of Safety Glasses/Goggles.
- Full Safety harnesses attached to the structure when working at heights.
- All persons shall wear either yellow or orange reflective vests. This is a prerequisite of Transnet.

##### Safety meetings:

The Contractor must implement and comply with OH&S Act, Section 19.

The Contractor must conduct weekly safety meetings with his employees to foster safety awareness. Copies of minutes and action items arising from such toolbox meetings is submitted or otherwise made available for review by the Project Manager or the Project Manager nominated Representative.

Such meetings should at least address the following:

- Accident/ safety incident.
- Hazardous conditions.
- Hazardous materials/substances.
- Work procedures.
- Protective clothing/equipment.
- Housekeeping.
- General safety topics.
- Job or work look-ahead issues.
- Safety statistics.
- Significant Safety Occurrences (SSO).

The Contractor must conduct at least one formal safety meeting per month and must maintain appropriate records of attendance and meeting content. Such records are made available to the

Project Manager's Representative. In addition to Daily Safety Task Instructions, the Contractor must conduct at least weekly "tool box " meetings to discuss safety issues and procedures.

## 6.4 Environmental constraints and management

6.4.1 The Contractor complies with the following ENV-STD-001 Rev01 (CEMP):

The *Contractor* shall comply with the following Construction Environmental Plan:

- The Contractor performs the works and all construction activities within the site and working areas having regard to the environment and to environmental management practices as more particularly described within the Site Environmental Plan.
- The site Environmental Plan describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encounter on construction projects and sets environmental objectives and targets which the Contractor observes and complies.

## 6.5 Quality assurance requirements

General quality requirements:

The Contractor shall comply with the General Quality Requirements for Contractors and suppliers.

The Contractor shall ensure that all his sub-contractors also conform to the requirements of this standard.

Quality Management System:

The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract;
- Quality Policy;
- Identification of procedures to be used; and
- A schedule of internal and external audits during the contract

The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicate such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.

The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*.



## 6.6 Programming constraints

### Tender Program

A summary program, hereinafter referred to as the "Tender Program" for the whole of the contract shall be submitted by the *Contractor*, reflecting all Milestone deliverables and Events.

The level of this program shall at least be "compatible" to the Price Schedule columns, or the breakdown of sections in the bills of quantities as applicable. The Incidence of Payment Schedules or Cash Flow Forecast, submitted with the *contractor's* program shall be based on this program.

The *Contractor's* Program shall be evaluated by the *Project Manager* to assess the *Contractor's* ability to plan his portion of the project to the extent necessary for the high degree of mutual co-ordination demanded by the Project.

Non-compliance with this specification may lead to the disqualification of the tender. At the *Project Manager's* discretion, the *Contractor* may be requested to prepare and submit a new Contract Program.

### INITIAL PROGRAM, CONTRACT PROGRAM AND SUBSEQUENT REVISIONS

The *Contractor* shall submit a program within 2 weeks of the date on which he was notified of having been awarded the contract / order.

Any program submitted which does not supply all the documentations set out in clause 31.2 is deemed to be rejected, whether or not the *Project Manager* does so in writing.

This Initial Contract Program, hereinafter referred to as the "Initial Program", shall be drawn up at the level of detail necessary in the opinion of the *Project Manager* to ensure effective control over the work.

A "Summary" or "ham-mocked" program shall be submitted with the Initial Program. The summarized activities shall be inserted in such a way that the Milestone Dates as well as major interfaces of services and/or other contracts logically required for the completion of the contract shall be clearly shown. The start and finish of the summarized or ham-mocked activities shall be clearly indicated on the detailed network.

Unless stated to the contrary, the *Project Manager* will examine and comment on the Initial Program within 2 weeks of submission and the *Contractor* shall amend and submit this program, hereinafter referred to as the "Contract Programme" for approval within a further period of 5 days.

The *Project Manager* may not in every instance be able to provide all information or working drawings, where applicable, of every aspect of the *works* but such non-availability will not be deemed to be an excuse for non-presentation of programs. In such instances the relevant part of the program should be based on the *Contractor's* best estimate with a statement on which assumptions or drawings it is based.

Should the *Project Manager* so require, or should problems occur during the execution of the contract, the *Project Manager* might request that portions of the program be expanded to enable closer control to be exercised e.g. site construction and commissioning programs. In such cases the more detailed networks shall fit exactly into the logic and time span of the Contract Program, but may be presented as separate programs.



Minor revisions to the Contract Program may be introduced from time to time by mutual agreement. Should the *Project Manager* require a major revision to the Contract Program, such revision will be specified to the *Contractor* in writing.

The *Project Manager* shall specify the date by which the *Contractor* shall be required to submit the revision in question. This date shall not, unless otherwise agreed, be less than 2 weeks from the date of notice.

Revised Incidence of Payment schedules shall be required based on the revised Contract Program. These revisions shall be made when changes occur in this program and must be updated every three months to include actual payments.

Should the *Contractor* require a major revision affecting the logic or dates of the program, such revision will be specified to the *Project Manager* in writing for approval before the revision is performed.

A revision to the program does not invalidate the "Date of Completion" in terms of the General Conditions of Contract and as given in the appropriate schedules. Changes to these dates can only be effected through a contract amendment.

Progress shall be monitored against the latest revised program and payments controlled by the latest revised Incidence of Payment Schedule accepted by the *Project Manager*.

#### Progress Reporting

The *Contractor* shall update the program and supply the progress reports to show actual and expected progress compared to the latest agreed Contract Program. Progress information may be verified by the *Project Manager* at any stage.

Progress reports on design, manufacturing, shipping, transport and site progress shall be submitted separately as per Table 1: Progress Reporting Requirements.

The methodology to define work content in the progress curves needs to be agreed to between the *Contractor* and *Employer* within 5 days of Contract Award and may include parameters such as man-hours, m<sup>3</sup> concrete, tons of steel, length of cable and cable rack to be installed, number of terminations, etc.

The work content needs to be specifically designed to suit the type of work and to effectively indicate actual progress against planned progress.

#### PROGRESS REPORTING REQUIREMENTS

Progress reports shall be submitted in line with the requirements as specified in the table below.

**TABLE 1: PROGRESS REPORTING REQUIREMENTS**

ITEM	DESCRIPTION	FREQUENCY
1.	General Planning Report and revised network if logic has changed since the previous report.	Monthly
2.	Critical Activities Report. (Look ahead)	2 weekly
3.	Milestone Report.	2 weekly
4.	Updated Bar Charts.	2 weekly
5.	Report of long lead item deliveries to site	2 weekly

The *Contractor* uses Microsoft Project new version for his programme submissions or a similar programme software package equivalent to Microsoft Projects version subject to and with the prior written notification and acceptance by the *Project Manager*.

## **6.7 Contractor's management, supervision and key people**

The Contractor should submit the organisational structure for purpose of the lines communication once the contract is awarded on the kick-off meeting.

## **6.8 Training workshops and technology transfer**

6.8.1 The Contractor facilitates the following requirements for training workshops:  
The Contractor shall arrange induction training for safety and other relevant training pertaining to the construction and for all activities associated around the site, etc.

## **6.9 Insurance provided by the Employer**

6.9.1 Insurance provided by the Employer is contained in the Contract Data – Part 1.  
As per Clause 8 of C1.2 Contract Data part 1 Contract Data provided by employer.

## **6.10 Contract change management**

No additional requirements apply to ECC Clause 60 series.

## **6.11 Provision of bonds and guarantees**

The *Contractor* provides a bond or guarantee as required by the new engineering contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

## **6.12 Records of Defined Cost, payments & assessments of compensation events kept by Contractor**

6.12.1 The Contractor keeps the following records available for the Project Manager to inspect:  
Records of Equipment used and people employed outside the Working Areas (if applicable);

# **7 Procurement**

## **7.1 The Contractor's Invoices**

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

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

7.1.3 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd;
- Transnet SOC Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number.
- The invoice contains the supporting detail.

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

7.1.5 Invoices submitted by post are addressed to:

Transnet Freight Rail  
P.O Box 20064  
Empangeni  
3880

7.1.6 Invoices submitted by hand are presented to:

Transnet Freight Rail  
Malahle House  
4 Kiewet Street  
Empangeni  
3880

For the attention of The Contract Specialist, Qetelo Moshoeshe

7.1.7 The invoice is presented as an original.

## **7.2.1 CONTRACTOR LIABILITY**

- The Contractor warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the Contractor's employees, which loss will include any indirect or consequential damages;
- The Contractor warrants that no negotiations or feedback meetings by the Contractor's employees shall take place on Transnet premises, whether owned or rented by Transnet.
- The Contractor shall give notice to Transnet of any industrial action by the Contractor's employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- The Contractor is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- The Contractor is required to develop a Contingency Strike Handling Plan, which plan the Contractor is obliged to update on a three monthly basis. The Contractor must provide Transnet with this plan and all updates to the Plan. The Contractor is responsible to communicate with its employees on site details of the plan.

## **7.2.2 INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES**

- In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.

In the event of any industrial action by the Contractor's employees, the Contractor is obliged:

- To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.

The Industrial Action Report must provide at least the following information:

- a) Industrial incident report,
- b) Attendance register,
- c) Productivity / progress to schedule reports,

- d) Operational contingency plan,
- e) Site security report,
- f) Industrial action intelligence gathered.

The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action. The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor. Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

### 7.3 Subcontracting

#### 7.3.1 Preferred subcontractors

- There are no preferred sub-contractors.
- The Contractor shall not employ or bring a Sub-contractor onto the Site and/or Working Areas without the prior approval of the Project Manager.
- Where the Contractor employs a Sub-Contractor who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a Sub-contractor operating on the Site and/or Working Areas, then the Contractor ensures that any such Sub-contractor complies with the CHSMP (described under paragraph 2.3 of the Works Information) and the CEMP (described under paragraph 2.4 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the Contractor's obligations under the CHSMP, CEMP and PQP.
- The Contractor ensures that a Sub-contractor complies fully with the Contractor's Quality Management System (as described under paragraph 2.5 of the Works Information). Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

### 7.4 Plant and Materials

- The Contractor provides all Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 3.1. All Plant and Materials are new.
- The Contractor replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or the specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.
- The *Employer* provides no material "free issue"

#### 7.4.1 Spares and consumables

Contractor provides no spares and consumable to the Employer.

### 7.5 Tests and inspections before delivery

7.5.1 The Contractor submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others which include:

The Contractor submits to the Supervisor detailed to certify that tests and inspections have been carried out on Plant and material.

### 7.6 Marking Plant and Materials outside the Working Areas

7.6.1 The Contractor prepares and marks items of Plant and Materials outside the Working Areas with:

The Contractor prepares and marks items of plant and materials outside the working areas specific labels and tags item and stores in designated areas sealed off from the manufactures production run as approved by Project Manager.

## **7.7 Contractor's Equipment (including temporary works).**

7.7.1 The Contractor provides the Project Manager with [state relevant details] of the following category of Equipment (or similar) for the execution of the works:

The Contractor provides all equipment necessary for the execution of the work.

**"PREVIEW COPY ONLY"**



## PART 4: SITE INFORMATION

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

#### 1.1. General description

The site is situated in Richards Bay, all three buildings in different Port Entrances/ Gates (East, Main and Bayvue). All staff to be inducted prior entering the site and access permits will be arranged with the client through TFR RME's Project Manager and Contractor. Aerial view of the Port of Richards Bay as shown below:

Figure 1



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

The scope of works involves Construction of Generator room, SAPS service office, Server room, Search room, kitchen, Male & Female toilets and Security Surveillance Office at Port Entrances in the Port of Richards Bay.

### **1.3. Subsoil information**

The Contractor will be provided with Geotechnical reports, boreholes records and test results for parts of the Site where earthworks are required by this contract. Geotechnical reports will be attached in these documents.

### **1.4 Hidden services**

The Contractor will be provided with drawings from the Client showing hidden or underground services, if provided drawings are not accurate the Contractor must proof trench to avoid damage of underground services.

### **1.5 Other reports and publicly available information**

The construction drawings will be provided to a Contractor with co-ordinates to set out the location of the Generator room, SAPS service office, Server room, Search room, kitchen, Male & Female toilets and Security Surveillance Office at Port Entrances in the Port of Richards Bay.

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