



## NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

### Transnet SOC Ltd

Registration Number 1990/000900/30

(hereinafter referred to as the "Employer")

and

.....  
 Registration Number .....

(hereinafter referred to as the "Contractor")

.....  
**DESCRIPTION OF THE WORKS: FOR THE GRADING OF SERVICE ROAD FROM GROENBULT TO PYRAMID AND GRADING OF SERVICE ROAD FROM BEITBRIDGE TO HOEDSPRUIT FOR A PERIOD OF THREE MONTHS**

**Enquiry Number**

**RFQ No ERACES3312-19127 CIDB**

**Issue Date**

**10 September 2015**

**Briefing Date**

**18 September 2015**

**Closing Date**

**29 September 2015**

## T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for the grading of service road from Groenbult to Pyramid South and grading of service road from Beitbridge to Hoedspruit for a period of three months

Tenders should have a CIDB contractor grading designation of **2CEPE or 3CE** or higher.

Potentially emerging enterprises who satisfy criteria stated in the tender data may submit tender offers.

Preferences are offered to tenderers who are in possession of a valid SANAS or IRBA B-BBEE accreditation certificate.

Only those tenderers who are registered with the CIDB, or 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 **2CEPE or 3CE or higher** class of construction work, are eligible to have their tenders evaluated.

The physical address for collection of tender documents is:

**Transnet Freight Rail Advice Centre  
Inyanda house 1  
Ground floor, 21 Wellington Road  
Parktown, Johannesburg**

Documents may be collected during working hours after 08h00 on **Thursday, 10 September 2015 until 15h00 on Thursday, 17 September 2015.**

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

Mr           Edwin Senne  
Tel No       012 315 2137  
Fax No.      012 315 2138  
Email        [edwin.senne@transnet.net](mailto:edwin.senne@transnet.net)

A **compulsory clarification** meeting with representatives of the Employer will take place at: **Transnet Freight Rail, on Friday, 18 September 2015 starting at 11h00, at cnr Hospital street and Church street, Polokwane, contact person for technical enquiries and directions Mogale Machipi, Tel 015 299 6385 / 083 324 2062**

**Compulsory clarification briefing session and site inspection meeting**

- Tenderers failing to attend the compulsory clarification briefing session and site inspection meeting will be disqualified.
- Reflective protective clothing and safety shoes must be worn when visiting the site. Without protective clothing and safety shoes respondents won't be allowed at the site meeting.
- As the briefing session or site inspection will be held in an operational area of Transnet, all people entering the premises may be subjected to a substance abuse test. This is a standard operational requirement for TFR, when entering any operational area in order that TFR may address the risk of injury. Any person that fails such test will not be permitted to enter the premises and thereby forfeits rights to be allowed access to the briefing session and will subsequently not be permitted to submit a bid for the tender.

The closing time for receipt of tenders is **10:00hrs on Tuesday, 29 September 2015.**

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

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

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

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

TRANSNET FREIGHT RAIL  
TENDER NUMBER: ERACES3312-19127 CIDB  
DESCRIPTION OF THE WORKS: FOR THE GRADING OF SERVICE ROAD FROM GROENBULT TO PYRAMID SOUTH AND GRADING OF SERVICE ROAD FROM BEITBRIDGE TO HOEDSPRUIT FOR A PERIOD THREE MONTHS

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**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS**

**AND INTENTION TO TENDER**

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail	Project No.:	<b>ERACES3312-19127 CIDB</b>
Fax No. <b>012 315 2138</b>	Tender No.:	<b>ERACES3312-19127 CIDB</b>
Attention: <b>Edwin Senne</b>	Closing Date:	<b>29 September 2015</b>

For the grading of service road from Groenbult to Pyramid South and grading of service road from Beit Bridge to Hoedspruit

<b>We:</b>	<b>Do wish to tender</b> for the work and shall return our tender by the due date above	<b>Check</b> Yes <input type="checkbox"/>
	<b>Do not wish to tender</b> on this occasion and herewith return all your documents received	No <input type="checkbox"/>

REASON FOR NOT TENDERING:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

## T1.2 Tender Data

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

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

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

Clause	Data
F.1.1	The Employer is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
F.1.2	The tender documents issued by the Employer comprise:  <b>Part T1: Tendering procedures</b> T1.1 Tender notice and invitation to tender T1.2 Tender data  <b>Part T2: Returnable documents</b> T2.1 List of returnable documents T2.2 Returnable schedules  <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 (part1&2)  <b>Part C2: Pricing data</b> C2.1 Pricing instructions C2.2 Bill of Quantities  <b>Part C3: Scope of work</b> C3 Works Information  <b>Part C4: Site information</b> C4 Site information
F.1.4	The Employer's agent is:  Name: Yvonne Scannell  Address: Room 222, Nzasm Building, c/o Paul Kruger and Minnaar Streets, Pretoria  Tel No. 012 315 2059  Fax No. 012 315 2138  E – mail <a href="mailto:Yvonne.scannell@transnet.net">Yvonne.scannell@transnet.net</a>

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F1.6 The competitive negotiation procedure shall be applied.

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

1. Tender offers will only be considered if:

**Mandatory returnable documents/schedules**

- a) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms F.2.7 below
  - b) An active and valid CIDB contractor grading of 2CEPE or 3CE or higher
  - c) A fully completed clause by clause statement of compliance to the project specification
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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 **2CEPE or 3CE or higher** class of construction work, are eligible to have their tenders evaluated.

- a) *Contractors* who have 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 **2CEPE or 3CE or higher** class of construction work; and
- b) *Contractors* registered as potentially emerging enterprises with the CIDB who are registered in one Contractor grading designation lower than that required in terms of above and who satisfy the following criteria:

the *Employer* is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the *CIDB Specification for Social and Economic Deliverables in Construction Works Contracts*; and

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 **2CEPE or 3CE 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 **2CEPE or 3CE 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
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F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

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

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F.2.12 No alternative tender offers will be considered

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F.2.13.3 Parts of each tender offer communicated on paper shall be as an original, plus 2 (two) copies.

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

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

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

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

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

The Chairperson  
Transnet Freight Rail Acquisition Council  
Ground floor, Inyanda House 1  
21 Wellington road  
Parktown  
Johannesburg  
2001

It should be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week.

Identification details:

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

- a) Name of Tenderer.
- b) Contact person and details.
- c) The Tender number.
- d) Description of the work.
- e) Closing date of tender.

**NO LATE TENDERS WILL BE ACCEPTED**



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F.2.13.6	A two-envelope procedure will not be followed
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F.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
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F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
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F.2.16	The tender offer validity period is until <b>31 December 2015</b>
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F.2.18	Provide, on request by the <i>Employer</i> , any other material information that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the <i>Employer</i> for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the <i>Employer's</i> request, the <i>Employer</i> may regard the tender offer as non-responsive.
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F.2.22	Return all retained tender documents within 28 day after the expiry of the validity period
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F.2.23	The tenderer is required to submit with his tender: <ol style="list-style-type: none"><li>1. an <b>original</b> or a <b>certified copy</b> of a <b>valid</b> Tax Clearance Certificate issued by the South African Revenue Services;</li><li>2. A valid certified SANAS accredited or IRBA approved B-BBEE verification certificate</li></ol> <p><b>Note: Refer to Section T2.1 for List of Returnable documents</b></p>
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F.3.4	The time and location for opening of the tender offers are: Time <b>10h00</b> on the closing date of tender. Location: TFR Acquisition Council, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown
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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.
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**F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2.**

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

**90 where the financial value inclusive of VAT of one or more responsive tenders received have a value more than R1, 000,000.00.**

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.

"PREVIEW COPY ONLY"

**F.3.11.9 Scoring quality**

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

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

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

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

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

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

**(Functionality) Criteria**

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

Quality Criteria	Sub-criteria	Maximum number of points
T2.2.22 Health, risk and safety plan	30%	
T2.2.24 Capacity and Ability to meet delivery schedule (3 months)	50%	
T2.2.25 Experience	20%	
<b>Maximum possible score for prequalifying Quality</b>	<b>60% Threshold</b>	<b>100</b>

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

- 1- T2.2.22 Health, risk and safety plan
- 2- T2.2.24 Capacity and ability to meet delivery schedule
- 3- T2.2.25 Experience

**The minimum number of evaluation points for quality is 60% if all tenders received do not make a threshold of 60% Transnet reserve the right to lower the threshold to 50%.**

TRANSNET FREIGHT RAIL  
TENDER NUMBER: ERACES3312-19127 CIDB  
DESCRIPTION OF THE WORKS: FOR THE GRADING OF SERVICE ROAD FROM GROENBULT TO PYRAMID  
SOUTH AND GRADING OF SERVICE ROAD FROM BEITBRIDGE TO HOEDSPRUIT FOR A PERIOD OF THREE  
MONTHS

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

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

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"PREVIEW COPY ONLY"

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 has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- f) 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;
- g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- h) 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

January 2009 Edition



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

### F.1 General

#### F.1.1 Actions

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

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

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

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

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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



**F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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



**F.2.2 Cost of tendering**

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

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

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

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

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

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

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

**F.2.18 Provide other material**

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

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

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

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

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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

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

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

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

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place

stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

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

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

**F.3.5 Two-envelope system**

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

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

**F.3.6 Non-disclosure**

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

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

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

**F.3.8 Test for responsiveness**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

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

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

In the case of a financial offer:

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

- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

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

In the case of a financial offer and preferences:

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

$$TEV = NFO + NP$$

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

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

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

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

In the case of a financial offer and quality:

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

$$TEV = NFO + NQ$$

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

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

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



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

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

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

$$TEV = NFO + NP + NQ$$

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

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

**F.3.11.6 Decimal places**

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

**F.3.11.7 Scoring Financial Offers**

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

$$NFO = W1 \times A$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer.  
*W1* is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
*A* is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
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:

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

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

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

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

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

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

#### **F.3.13 Acceptance of tender offer**

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

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

#### **F.3.14 Prepare contract documents**

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

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

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

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

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

**F.3.16 Notice to unsuccessful tenderers**

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

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

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

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

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

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

## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1.0 Returnable documents required for tender evaluation purposes

No	Returnable Documents
1	A valid letter of Good Standing with the Compensation Commissioner issued by the Department of Labour
2	Safety Plan and Fall Protection Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E
3	Proposed Organization and Staffing
4	Certified Copy of Share Certificates CK1 & CK2
5	Certified Copy of Certificate of Incorporation and CM29 and CM9
6	Certified Copy of Identity Documents of Shareholders / Directors / Members (where applicable)
7	Original or certified cancelled cheque or original or certified letter from the bank verifying banking details (with bank stamp and signature)
8	Current and original or certified Tax Clearance Certificate
9	Certified VAT registration certificate
10	A signed letter from the Accountant/Auditor confirming most recent annual turnover and percentage black ownership in the company <b>AND/OR</b> certified BBBEE certificate and scorecard from an accredited rating agency
11	An active and valid CIDB contractor grading certificate of 2CEPE or 3CE or higher
12	<b>Statement of compliance or non-compliance with all clauses of the Scope of Works and all the technical specifications. The clause-by-clause statement of compliance shall take the form of a separate document listing all the clause numbers of all the above specifications indicating the individual statement of compliance or non-compliance. Tenderers shall motivate a statement of non-compliance.</b>

## T2.2 List of Returnable Schedules

### 1. Returnable Schedules

- T2.2-1 Changes to tender documents
- T2.2-3 Risk Elements
- T2.2-4 Availability of equipment and other resources**
- T2.2-7 Management and CV's of key persons
- T2.2-8 Schedule of Sub-contractors
- T2.2-9 Insurance provided by the *Contractor*
- T2.2-10 Site Establishment requirements
- T2.2-13 *Contractor's Works Information*
- T2.2-14 Authority to submit tender
- T2.2-15 Certificate of attendance at tender clarification meeting
- T2.2-16 Record of addenda to tender documents
- T2.2-17 Compulsory Enterprise Questionnaire
- T2.2-22 Health and Safety Plan**
- T2.2-24 Capacity and ability to meet delivery schedule**
- T2.2-25 Previous experience**
- T2.2-27 Broad-Based Black Economic Empowerment (BBBEE)
- T2.2-31 Supplier Code of Conduct
- T2.2-32 Unilateral Non-Disclosure Agreement
- T2.2-33 Mutual Non-Disclosure Agreement
- T2.2-35 Storage Capacity
- T2.2-36 RFQ Declaration Form
- T2.2-43 RFQ – Breach of Law (to be placed in all tender documents – see Directive dated 11 Nov 2011)

### 2. C1.1 Offer portion of Form of Offer & Acceptance

### 3. C1.2 Contract Data Part 2: Data by *Contractor*

### 4. C2.2 Bill of Quantities

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## Part T2: Returnable Schedules

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"PREVIEW COPY ONLY"

## T2.2-1: Changes to Tender Document

Changes to the tender documents are only allowed if a main tender complying fully with the tender documents has also been provided.

Do not return this schedule if no alternative tender is submitted.

The Conditions of Tender state that the tenderer may:

- F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- 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.

Having examined the criteria stated in the Tender Data for this tender the proposed changes to the tender documents are:

Document No.	Subject of the proposed change	Propose to change to:

Signed

Date

Name

Position

Tenderer



### T2.2-3: Risk Elements

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


"PREVIEW COPY ONLY"

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



### T2.2-4: Availability of Equipment and Other Resources

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

Number of Equipment	Equipment Type – Description	Hourly Rate

"PREVIEW COPY ONLY"

Signed

Date

Name

Position

Tenderer



## T2.2-7: Management & CV's of Key Persons – ECSC<sup>1</sup>

Please describe the management arrangements for the *works*.

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

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

**Attached submissions to this schedule:**

.....

.....

.....

.....

.....

Signed

Date

Name

Position

Tenderer

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

## T2.2-8: Schedule of Proposed Subcontractors / sub consultants

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 / Sub consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

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

Signed

Date

Name

Position

Tenderer

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

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

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

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

Signed

Date

Name

Position

Tenderer



### T2.2-13: Contractor's Works Information – ECSC<sup>2</sup>

**Note to tenderers:** Tenderers are required to provide information to make up the *Contractor's works* information in accordance with the following:


Refer to C3.1

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

"PREVIEW COPY ONLY"

2 NEC3 Engineering & Construction Contract (June 2005)(amended June 2006).





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

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

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

**A. Certificate for Company**

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

Signed

Date

Name

Position

Chairman of the Board of Directors

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

This is to certify that

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

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

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

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

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

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

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

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

Name	_____	Signature	_____
Capacity	_____	Date & time	_____



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

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

	Date	Title or Details
1		
2		
3		
4		
5		

Attach additional pages if more space is required.

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

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## 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 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                   |   |

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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name

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

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description, type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
12. Complete and return with tender documentation the Contractor Safety Questionnaire (Attachment No 8) Included In the Health and Safety Specification.
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement
15. Refer to Works of Information for Health, Risk and Safety Plan requirements

### T2.2-24: Capacity and Ability to meet Delivery Schedule

**Note to tenderers:**

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

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature
- Current and future work on his order book, showing quantity and type of equipment
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on

**Delivery period of 3 months to complete project**

- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule (of 3 months).
- Please indicate delivery period (timeframe) from the date of purchase order.....

Index of documentation attached to this schedule:

.....

.....

.....

.....

.....

.....

.....

Signed

Date

Name

Position

Tenderer



## 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.

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

Item no	Name of organisation	Description of works completed	Date and year completed	Total Project Value	Name and Surname and telephone number of reference

"PREVIEW COPY ONLY"

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

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

Tenderer \_\_\_\_\_



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

### B-BBEE and preferencing scheme:

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

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

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

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

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

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

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

**a) Large Enterprises**

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

**b) Qualifying Small Enterprises – QSE**

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

**c) Exempted Micro Enterprises –**

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

In addition to the above:

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

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

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

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

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

Turnover:

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

ZAR.....

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

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

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

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

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

Signed

Date

Name

Position

Tenderer



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

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

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

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

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

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

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

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

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

**Conflicts of Interest**

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS

---



---



---

Indicate the nature of relationship with Transnet:

---



---



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

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

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

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

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

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

Signature

### T2.2-32: Unilateral Non-Disclosure Agreement

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

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

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

hereinafter referred to as the "**disclosing party**"

and

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

hereinafter referred to as the "**receiving party**."

#### 1. Purpose

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

#### 2. Definition



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

### 3. Exclusions

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

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

### 4. Non-Disclosure of Confidential Information

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

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

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

## 6. Non-Solicitation

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

## 7. Mandatory Disclosure

In the event that the receiving party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the disclosing party, the receiving party shall give prompt notice so that the disclosing party may seek a protective order or other appropriate relief. In the event that such



protective order is not obtained, the receiving party shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

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

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

#### **9. No License Granted**

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

#### **10. No Representations**

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

#### **11. Term**

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

#### **12. Miscellaneous**

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

**13. Governing Law and Jurisdiction**

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

**14. Disputes**

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

**15. Remedies**

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

Signed

Date

Name

Position

Tenderer

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

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

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

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

and

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

.....

"PREVIEW COPY ONLY"



FOR THE GRADING OF SERVICE ROAD FROM GROENBULT TO  
PYRAMID SOUTH AND GRADING OF SERVICE ROAD FROM  
BEITBRIDGE TO HOEDSPRUIT FOR A PERIOD OF THREE MONTHS

## Purpose

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

## Definition

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

## Exclusions

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

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

## Non-Disclosure of Confidential Information

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

to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.

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

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

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

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

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

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

#### **Non-Solicitation**

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became

FOR THE GRADING OF SERVICE ROAD FROM GROENBULT TO  
PYRAMID SOUTH AND GRADING OF SERVICE ROAD FROM  
BEITBRIDGE TO HOEDSPRUIT FOR A PERIOD OF THREE MONTHS

acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

### **Mandatory Disclosure**

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

### **Variation, Addition or Cancellation**

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

### **No License Granted**

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

### **No Representations**

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

### **Term**

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue

relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

### Miscellaneous

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

### Governing Law and Jurisdiction

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

### Disputes

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

### Remedies

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

Signed

Date

Name

Position



FOR THE GRADING OF SERVICE ROAD FROM GROENBULT TO  
PYRAMID SOUTH AND GRADING OF SERVICE ROAD FROM  
BEITBRIDGE TO HOEDSPRUIT FOR A PERIOD OF THREE MONTHS

Tenderer

---

## T2.2-35: Storage Capacity

### Note to tenderers:

The Tenderer is required to demonstrate to the Purchaser that he has sufficient current and/or future storage capacity to accommodate Transnet Limited's requirements as detailed in the Pricing Data and Goods Information, (Proof of Ownership or Rental/Lease Agreement of premises)

Index of documentation attached to this schedule:

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

Signed

Date

Name

Position

Tenderer

---

## T2.2-36: RFQ DECLARATION FORM

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

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

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

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

FOR THE GRADING OF SERVICE ROAD FROM GROENBULT TO PYRAMID SOUTH AND GRADING OF SERVICE ROAD FROM BEITBRIDGE TO HOEDSPRUIT FOR A PERIOD OF THREE MONTHS

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

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

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

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

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

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

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

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

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

NATURE OF BREACH:

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

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

\_\_\_\_\_

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

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

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

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

## TRANSNET SOC LIMITED / CONTRACTORS / SUB-CONTRACTORS

### CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

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

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

- 11) The Contractor shall stop any sub-contractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The Contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the Contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) **The Fall Protection Plan shall include:**
  - 14.1 A risk assessment of all work carried out from an elevated position
  - 14.2 Procedures and methods to address all the identified risks per location
  - 14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
  - 14.4 The training of employees working from an elevated position.
  - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The Contractor shall advise the \* Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet SOC Limited of any hazardous situations which may arise from work being performed either by the Contractor or his sub-Contractor.
- 16) Copies of all appointments required by the act must be given to \* Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet SOC Limited.
- 17) The Contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his Sub-Contractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the Contractor and his Sub-Contractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the Contractor, his Sub-Contractor, any person or machinery under his control on Transnet Ltd premises.
- 19) ***No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The Contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.***
- 20) Contractor to ensure its employees undergo medical surveillance as required by legislation
- 21) Contractor will be required to provide monthly safety performance reports and statistics
- 22) ***A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.***
- 23) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

\*As applicable



### Tenderer OH & S Management System Questionnaire

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

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer OH&S Management System Questionnaire	Yes	No
<b>1. OH&amp;S Policy and Management</b>		
- <b>Is there a written company health and safety policy?</b> - If yes provide a copy of the policy		
- <b>Does the company have an OH&amp;S Management system e.g NOSA, OHSAS, IRCA System etc</b> - If yes provide details		
- <b>Is there a company OH&amp;S Management System, procedures manual or plan?</b> - If yes provide a copy of the content page(s)		
- <b>Are health and safety responsibilities clearly identified for all levels of Management and employees?</b> - If yes provide details		
<b>2. Safe Work Practices and Procedures</b>		
- <b>Are safe operating procedures or specific safety instructions relevant to its operations available?</b> - If yes provide a summary listing of procedures or instructions		
- <b>Is there a register of injury document?</b> If yes provide a copy		
- <b>Are Risk Assessments conducted and appropriate techniques used?</b> - If yes provide details		
<b>3. OH&amp;S Training</b>		



<b>Describe briefly how health and safety training is conducted in your company:</b>		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
<b>4. Health and Safety Workplace Inspection</b>		
- Are regular health and safety inspections at worksites undertaken? - If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces? - If yes provide details		
<b>5. Health and Safety Consultation</b>		
- Is there a workplace health and safety committee?		
- Are employees involved in decision making over OH&S matters? - If yes provide details		
- Are there employee elected health and safety representatives? - Comments		
<b>6. OH&amp;S Performance Monitoring</b>		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details		
- Are employees regularly provided with information on company health and safety performance? - If yes provide details		
Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing		
- Has the company ever been convicted of an occupational health and safety offence? - If yes provide details		

FOR THE GRADING OF SERVICE ROAD FROM GROENBULT TO PYRAMID SOUTH AND GRADING OF SERVICE ROAD FROM BEITBRIDGE TO HOEDSPRUIT FOR A PERIOD OF THREE MONTHS

**Safety Performance Report**

**Monthly DIFR for previous months**

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

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

Signed  
(Tenderer)

"PREVIEW COPY ONLY"



**Declaration for documents available on Transnet's website or upon request**

**The additional conditions of tender available on Transnet's website or upon request**

- 1 General Bid Conditions\*
- 2 E4B- Minimum communal health requirements in areas outside the jurisdiction of a local authority: temporary facilities for Contractor's personnel\*
- 3 E4E-Safety arrangements and procedural compliance (Act 85 OF 1993) and applicable regulations\*
- 4 BBD8210 version 1-E/7 specifications to general work and works on, over, under or adjacent to railway lines and near high voltage\*
- 5 Supplier Declaration Form\*

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

TRANSNET OPERATING DIVISION	UNIQUE VENDOR NUMBER	YES/NO
Transnet Group		
TFR, etc.		

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

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

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

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

## 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:

**FOR THE GRADING OF SERVICE ROAD FROM GROENBULT TO PYRAMID SOUTH AND GRADING OF SERVICE ROAD FROM BEITBRIDGE TO HOEDSPRUIT FOR A PERIOD OF THREE MONTHS**

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:

## 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**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

TRANSNET FREIGHT RAIL  
TENDER NUMBER: ERACES3312-19127 CIDB  
DESCRIPTION OF THE WORKS: FOR THE GRADING OF SERVICE ROAD FROM GROENBULT TO PYRAMID  
SOUTH AND GRADING OF SERVICE ROAD FROM BEITBRIDGE TO HOEDSPRUIT FOR A PERIOD OF THREE  
MONTHS

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

"PREVIEW COPY ONLY"

**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

**For the tenderer:**

**For the Employer**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_  
*(Insert name and address of organisation)*

\_\_\_\_\_

On behalf of \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_





## C1.2 Contract Data

### Data provided by the *Employer*

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

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

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is	<b>Transnet SOC Ltd</b>
	Address	<b>Registered address: Carlton Centre 150 Commissioner Street Johannesburg</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Option B*</b>
		<b>Transnet Freight Rail Cnr Hospital and Church Street behind Game Polokwane 0699</b>
		<b>PO Box 2480 Polokwane 0700</b>
	Tel No.	<b>015 299 6328</b>
	Fax No.	<b>015 299 6304</b>
11.2(11)	The <i>works</i> are	<b>For the grading of service road from Groenbult to Pyramid South and grading of service road from Beitbridge to Hoedspruit for a period of three months</b>
11.2(13)	The Works Information is in	<b>the document called 'Works Information' in Part 3 of this contract.</b>
11.2(12)	The Site Information is in	<b>the document called 'Site Information' in Part 3 of this contract.</b>
11.2(12)	The <i>site</i> is	<b>Transnet Freight Rail: Beitbridge-Groenbult CO-LO1 60,- Hoedspruit CO-LO1 62, Groenbult-Polokwane CO-LO1 66, Polokwane –Pienaarsrivier CO-LO1 55 and Pienaarsrivier-Pyramid South CO-LO1 95.</b>
	The <i>starting date</i> is	<b>TBA</b>

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

11.2(2)	The <i>completion date</i> is	TBA
13.2	The <i>period for reply</i> is	One (1) week
14.4	The <i>Employer's representative</i> is (name)	Mr Mogale Machipi
	Address	Cnr Hospital and Church Street Depot Engineer's Building Polokwane
	Tel No.	015 299 6328/6385 / 083 324 2062
	Fax No.	015 299 6304
	The authority of the <i>Employer's representative</i> is	The <i>Employer's representative</i> is delegated to carry out all the actions of the <i>Employer</i> as stated in this contract with the exception of those required by clause 51.1, 81.1, 90,91,92 & 93
40	The <i>defects date</i> is	52 weeks after the completion date of the contract
41.3	The <i>defect correction period</i> is	1 week
50.1	The <i>assessment day</i> is on the	The <i>assessment days</i> is two days to allow the <i>Employer</i> to assess the amount due versus the work done
50.5	The <i>delay damages</i> are	0.5% of the contract value per calendar day and will be deducted from the payment due to the <i>Contractor</i>
50.6	The retention is	10% for this works
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 interest rate on late payment is	The prime lending rate of the Standard Bank of South Africa
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	for any one event
82.1	The <i>Employer</i> provides this insurance	(Review intention on a per contract basis – BPCI < 5Rm)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	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> .

93.2(2)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Association of Arbitrators (Southern Africa)</b>
93.4	The <i>tribunal</i> is:	<b>Arbitration</b>
If the tribunal is arbitration complete this data.	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	<b>The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005)<sup>2</sup> and the following additional conditions:</b>	<b>Not applicable</b>
	The <i>additional conditions of contract</i> are:	
		<b>1 Not applicable</b>

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

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

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

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

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

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<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009.



## C2 Pricing Data

### C2.1 Pricing Instructions

Entries in the first four columns in the Bill of Quantities are made either by the *Employer* or the tenderer.

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

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

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

If there is insufficient space in the Bill of Quantities which follows, state in which document the Bill of Quantities is contained.

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## C2.2 Bill of Quantities

Item no.	Description	Unit	Quantity	Rate per unit	Total Price amount
1	<b>GRADING OF SERVICE ROAD</b>				
1.1	<b>SUPERVISION</b>				
1.1.1	Site Supervisor/Project Manager/site safety representative	sum	1		
2	<b>WORKS</b>				
2.1	The Contractor shall grade the service road (6m wide)	km	535		
2.2	The Contractor shall trim tree branches (3m from centre to the left and 3 metre from centre to the right)	km	400		
2.3	Removing small trees (shrubs) to provide service road	m <sup>2</sup>	80000		
	<b>Sub-total (Excl. VAT)</b>				R
	<b>VAT @ 14%</b>				R
	<b>Gross Total Amount (Incl. VAT)</b>				R

Note well: Please indicate your delivery period below.

Lead-time from date of purchase order: \_\_\_\_\_ [days/weeks/months]

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## C3: Scope of Work

### C3.1 Works Information

#### 1.1 Description of the works

1.1.1 This specification calls for the grading of service road from Groenbult to Pyramid South and grading of service road from Beitbridge to Hoedspruit for a period of three months

#### 1.2 Work to be performed by the *Contractor* for the Works

This will include:

- Works (Grading)
- Clearing and Finishes

#### 1.3 Works (Grading)

##### 1.3.1 Grading:

1.3.1.1 The *Contractor* shall grade the service roads 6m wide

1.3.1.2 The *Contractor* shall trim tree branches (3m from centre to the left and 3m from the centre to the right)

1.3.1.3 The *Contractor* shall remove small trees to provide service road where such trees are present

##### 1.3.2 Clearing and finishes

1.3.2.1 Clearing the site of all unwanted waste

#### 1.4 General obligations

1.4.1 *Contractors* shall quote their earliest completion time, as the work is urgently required.

1.4.2 The *Contractor* shall not make use of any *sub-Contractor* to perform the works or parts thereof without prior permission from the *Employer's Deputy*

1.4.3 The *Contractor* shall ensure that a safety representative is on-site at all times.

1.4.4 The *Contractor* shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the *Employer's Deputy / Supervisor*. Such compliance shall be entirely at his/ her own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.



- 1.4.5 The *Contractor* shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract which shall include establishment and delivery of the plant, equipment or materials, submit to the *Employer's Deputy / Supervisor*
- 1.4.6 The *Contractor* shall comply with the Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment-E7/1, if applicable, and shall take particular care of the safety of his employees on or close proximity to a railway line during track occupations as well as under normal operational conditions
- 1.4.7 The *Contractor's* Health and Safety Programme shall be subject to agreement by the *Employer's Deputy/Supervisor*, who may, in consultation with the *Contractor*, order supplementary and /or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an *Employer* in terms of the Act.
- 1.4.8 The *Contractor* shall, in particular, comply with the following Acts and Transnet Specifications:-
- 1.4.9 The Compensation for Occupational Injuries and Diseases Act, No.130 of 1993. The *Contractor* shall produce proof of his or her registration and good standing with the Compensation Commissioner in terms of the Act
- 1.4.10 In addition to compliance with **clause 1.4.8** hereof, the *Contractor* shall report all incidents in writing to the *Employer's Deputy / Supervisor*. Any accident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported 48 hours of its occurrence.
- 1.4.11 The *Contractor* shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed *Employer's Deputy or Supervisor* must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the *Employer's Deputy or Supervisor* in writing.
- 1.4.12 The *Contractor* shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the *Contractor* regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the *Employer's Deputy or Supervisor* and must be countersigned by the *Contractor*.
- 1.4.13 Both books mentioned in **1.4.11 and 1.4.12** shall be property of Transnet Freight Rail and shall be handed over to the *Employer's Deputy or Supervisor* on the day of energising or handing over.
- 1.4.14 The *Contractor* shall, request the person concerned to write the instruction in the site book to sign and to record his official designation. The *Contractor* shall countersign the instruction. The *Contractor* and Transnet Freight Rail's *Employer's Deputy* shall take copy of the instruction –one copy to remain in the book. The book shall become the property of Transnet after the works have

been completed.

## 1.5 Statutory requirements and standards

### 1.5.1 All activities shall comply with the statutory requirements and where possible, within the ambit of guidelines, inter alia;

- "Occupational Health and Safety Requirements to be met by *Contractors* and *sub-Contractors* employed by Transnet Freight Rail".
- See Health and Safety Requirements for Construction Work

### 1.5.2 In providing the works, the *Contractor* shall be required to:

- Supply, deliver and install materials in accordance with the contract where stated "**Materials to be supplied by the Contractor**". Materials to be controlled and managed on site in accordance with the approved construction programme.

### 1.5.3 Supply of material:

- All material must be SANS approved.
- All materials used shall comply with the *Employer*. Requirements and shall be new and of the best quality.
- Note all quantities are provisional and the final quantities will be re-measured on site.

### 1.5.4 Acts and regulations to comply with

- **The following publications (latest edition) are referred to herein and used to comply with in this specification:-**

#### 1.5.4.1 Occupational Health and Safety Act:-

- Act 85 of 1993 - OHS Act
- Act 6 of 1983 - MOS Act

## **1.6 Minimum contents for health, risk and safety plan**

### **1.6.1 SHE Management Structure**

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

### **1.6.2 SHE Organisation**

- 1.6.2.1 Health and Safety Committee.
- 1.6.2.2 Composition.
- 1.6.2.3 Frequency of Meetings.
- 1.6.2.4 Minutes of meeting.
- 1.6.2.5 Legal Compliance Audits.
- 1.6.2.6. Audit Report.
- 1.6.2.7 Frequency of Audits.
- 1.6.2.8 Findings and Analysis.
- 1.6.2.9 Corrective Action

### **1.6.3 Risk Assessment/Management**

- 1.6.3.1 Task descriptions.
- 1.6.3.2 Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 1.6.3.3 Risk Assessment (Construction Regulation 7)

### **1.6.4 Education and Training**

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

### **1.6.5 Emergency Planning – Evacuation plan**

- 1.6.5.1 Client procedure.
- 1.6.5.2 Site Procedure.

### 1.6.6 Health and Safety Communications

- 1.6.6.1 Safety/Toolbox talks.
- 1.6.6.2 Incident Recall.

### 1.6.7 Safe Working Procedures and Methods

- 1.6.7.1 Method Statements.
- 1.6.7.2 Safe Operating Procedures.
- 1.6.7.3 Task/Job observations.

### 1.6.8 Personal Protective Equipment and Clothing

- 1.6.8.1 PPE required after all other controls have been considered.
- 1.6.8.2 PPE proof of issue.

### 1.6.9 Project security

- 1.6.9.1 Security risks identified.
- 1.6.9.2 Access control.

### 1.6.10 Equipment requirement for the purpose of this contract

- 1.6.10.1 Grader-proof of ownership or lease with a certificate of fitness
- 1.6.10.2 Chainsaw and brush cutters
- 1.6.10.3 Personnel transport to site

Proof that the equipment is owned by company and it is in good condition must be submitted in the form of certificate of fitness and in case it is not owned proof of lease by letter of lease agreement and certificate of fitness

## 2. Drawings

Drawing number	Revision	Title
Not applicable		Not applicable

### 3. Specifications:

Title
<ul style="list-style-type: none"><li>▪ Transnet Specification E 4B, Minimum communal health requirements in areas outside the jurisdiction of a local authority: temporary facilities for <i>Contractor's</i> personnel</li></ul>
<ul style="list-style-type: none"><li>• Transnet Specification E 4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations</li></ul>
<ul style="list-style-type: none"><li>• Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment-BBD8210/ (old E7/1)</li></ul>








### 4. Constraints on how the *Contractor* Provides the Works

#### 4.1 Work site information

4.1.1 The work sites shall be kept clean and tidy at all times. The *Contractor* is to take care when digging holes not to damage any electrical cables, water pipes or any other underground services. The *Contractor* will repair any damage to same at his /her own cost. If Transnet effects any repairs due to the negligence of the *Contractor*, then the cost will be deducted from the contracted amount. Any such damages to be reported to the *Supervisor* before any repairs are undertaken. All repairs must be completed on the same day.

4.1.2 All rubble shall be dumped at a registered metro-dumping site. *Contractor* shall move cover and protect all Transnet's assets and equipment at all times. The *Contractor* shall supply and have available on the site at all times an A5 size triplicate carbon copy book with detachable sheets for receiving and recording instructions by the *Employer's Deputy* or anyone appointed by the *Employer's Deputy*.

### 5. Requirements for the programme and project deliverables

#### 5.1 Duration of delivery schedule is 3 months

5.2 Acceptance of any work program by the *Project Manager* shall have no contractual status other than an indication that the *Project Manager* is satisfied as to the order in which the work is to be carried out, and that the *Contractor* undertakes to perform all work in accordance with the accepted program. The *Project Manager* retains the right to alter accepted program should circumstances on *site* necessitate such a change. The program tasks must be attached to costs and all other resources to be used in the project.

### 6. Services and other things to be provided by the *Employer*

- Work permits.
- Technical Officer

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

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

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

7.1.3 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number (to be advised)

7.1.4 The invoice contains the supporting detail

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

7.1.6 Invoices submitted by post are addressed to:

Transnet Freight Rail  
Infrastructure Rail Network  
PO Box 2480  
Polokwane  
0700

For the attention of Mokgadi Moseri, TFR Infrastructure Rail Network, Eastern Region

7.1.7 Invoices submitted by hand are presented to:

Transnet Freight Rail  
Infrastructure Rail Network  
DI. Building  
Cnr Hospital Road and Church Street, behind Game  
Polokwane  
0699

For the attention of Mokgadi Moseri, TFR Infrastructure Rail Network, Eastern Region

**Tel 015 299 6297**

**Fax: 015 299 6304**

7.1.8 The invoice is presented as an original.



## C4: Site Information

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

#### 1. Access limitations

1.1 The work shall be performed at Transnet Freight Rail, Infrastructure Depot in Polokwane.

The area to be covered by this works will be Groenbult–Pyramid and Beitbridge – Hoedspruit

1.2 The site is accessible from Groenbult to Pyramid South and Beitbridge to Hoedspruit

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

2.1 Soft natural soil

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

3.1 Sewer network line

3.2 Water network

3.3 Electrical

3.4 No equipment or any other thing shall be supplied by the *Employer* to assist the *Contractor*.

3.5 No site services shall be provided by the *Employer*

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

4.1 Not applicable



**CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO THE NEC3 ECSC GENERAL CONDITIONS OF CONTRACT**

RFQ ERACES3312-19127 FOR THE GRADING OF SERVICE ROAD FROM GROENBULT TO PYRAMID SOUTH AND BEITBRIDGE TO PYRAMID SOUTH CLAUSE BY CLAUSE COMPLIANCE TO PROJECT SPECIFICATION ( TO BE COMPLETED IN FULL (YES & COMPLY ) OR (NO & DO NOT COMPLY) The following (symbols X✓) are not allowed when completing the clause by clause compliance to project specification

**ECSC NEC GENERAL CONDITIONS OF CONTRACT**

Item	Comply	Doesn't Comply	Comment
------	--------	----------------	---------

**C3: SCOPE OF WORK**

**C3: 1 Works Information**

Item	Comply	Doesn't Comply	Comment
Description of works			
1.1			
1.1.1			
Work to be performed by the Contractor for the works			
1.2			
Works(Grading)			
1.3			
Clearing and Finishes			
1.3.1			
1.3.1.1			
1.3.1.2			
Clearing and Finishes			
1.3.2			
1.3.2.1			
Supply and installation of precast concrete post			
1.3.3			
1.3.3.1			
Site cleaning and finishes			
1.3.4			
1.3.4.1			
1.3.4.2			
General Obligations			
1.4			
1.4.1			
1.4.2			
1.4.3			
1.4.4			
1.4.5			
1.4.6			
1.4.7			
1.4.8			
1.4.9			
1.4.10			
1.4.11			
1.4.12			
1.4.13			
1.4.14			
Statutory requirements and standards			
1.5			
1.5.1			
1.5.2			
1.5.3			
1.5.4			
1.5.4.1			
Minimum contents for health, risk and safety plan			
1.6			
1.6.1			
1.6.1.1			
1.6.1.2			
1.6.1.3			
1.6.1.4			
1.6.1.5			
She organisation			
1.6.2			
1.6.2.1			
1.6.2.2			
1.6.2.3			
1.6.2.4			
1.6.2.5			
1.6.2.6			
1.6.2.7			
1.6.2.8			
1.6.2.9			

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<b>Risk assessment/management</b>	<b>1.6.3</b>		
	1.6.3.1		
	1.6.3.2		
	1.6.3.3		
<b>Education and Training</b>	<b>1.6.4</b>		
	1.6.4.1		
	1.6.4.2		
	1.6.4.3		
<b>Emergency Planning-Evacuation Plan</b>	<b>1.6.5</b>		
	1.6.5.1		
	1.6.5.2		
<b>Health and Safety Communications</b>	<b>1.6.6</b>		
	1.6.6.1		
	1.6.6.2		
<b>Safe Working Procedures and Methods</b>	<b>1.6.7</b>		
	1.6.7.1		
	1.6.7.2		
	1.6.7.3		
<b>Personal Protective equipment and clothing</b>	<b>1.6.8</b>		
	1.6.8.1		
	1.6.8.2		
<b>Project Security</b>	<b>1.8.9</b>		
	1.6.9.1		
	1.6.9.2		
<b>Equipment requirement for the purpose of this contract</b>	<b>1.6.10</b>		
	1.6.10.1		
	1.6.10.2		
	1.6.10.3		
<b>Drawings</b>	<b>2</b>		
	N/A		
<b>Specifications</b>	<b>3</b>		
<b>Constraints on how the Contractor provides the Works</b>	<b>4</b>		
	4.1		
	4.1.1		
	4.1.2		
<b>Requirements for the programme and project deliverables</b>	<b>5</b>		
<b>Duration of delivery schedule is 3 months</b>	<b>5.1</b>		
<b>Acceptance of work program</b>	<b>5.2</b>		
<b>Services and other things to be provided by the Employer</b>	<b>6</b>		
<b>The Contractor's invoices</b>	<b>7.1</b>		
	7.1.1		
	7.1.2		
	7.1.3		
	7.1.4		
	7.1.5		
	7.1.6		
	7.1.7		
	7.1.8		

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